



To enrich lives through effective and caring service



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

March 5, 2009

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

SUBJECT: **SMALL CRAFT HARBOR COMMISSION AGENDA FOR
MARCH 11, 2009**

Enclosed is the March 11, 2009 meeting agenda, together with the minutes from your meeting of February 11, 2009. Also enclosed are reports related to Agenda Items 3a, 3b, 5a, 5b, 5c and 6a.

Please feel free to call me at (310) 305-9522 if you have any questions or need additional information in advance of the meeting.

SHK:ks
Enclosures



To enrich lives through effective and caring service



**SMALL CRAFT HARBOR COMMISSION
AGENDA
MARCH 11, 2009
6:00 P.M.**

Santos H. Kreimann
Director
Kerry Silverstrom
Chief Deputy

**BURTON W. CHACE PARK COMMUNITY ROOM
13650 MINDANAO WAY
MARINA DEL REY, CA 90292**

1. Call to Order and Pledge of Allegiance
2. Approval of Minutes: Meeting of February 11, 2009
3. **REGULAR REPORTS**
 - a. Marina Sheriff (DISCUSS REPORTS)
 - Crime Statistics
 - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages
 - b. Marina del Rey and Beach Special Events (DISCUSS REPORT)
4. **OLD BUSINESS**

There is no Old Business
5. **NEW BUSINESS**
 - a. Approval of Concession License Agreement (RECOMMEND TO BOARD OF SUPERVISORS)
 - Burton Chace Park
 - b. Approval of Amendment No. 1 to Amended and Restated Lease No. 74729 – Parcel 15U (Esprit II) – Marina del Rey (RECOMMEND TO BOARD OF SUPERVISORS)
 - c. Marina del Rey Slip Sizing Study and Slip Vacancy & Pricing Study (PRESENTATION)

6. **STAFF REPORTS**

(DISCUSS REPORT)

- a. Ongoing Activities
- Board Actions on Items Relating to Marina del Rey
 - Regional Planning Commission's Calendar
 - Dredging Update
 - Venice Pumping Plant Dual Force Main Project Update
 - Redevelopment Project Status Report
 - Unlawful Detainer Actions
 - Design Control Board Minutes

7. **COMMUNICATION FROM THE PUBLIC**

8. **ADJOURNMENT**

PLEASE NOTE

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.
2. The agenda will be posted on the internet and displayed at the following locations at least 72 Hours preceding the meeting date:

Department of Beaches and Harbors Website Address: <http://marinadelrey.lacounty.gov>

Department of Beaches and Harbors
Administration Building
13837 Fiji Way
Marina del Rey, CA 90292

MdR Visitors & Information Center
4701 Admiralty Way
Marina del Rey, CA 90292

Burton Chace Park Community Room
13650 Mindanao Way
Marina del Rey, CA 90292

Lloyd Taber-Marina del Rey Library
4533 Admiralty Way
Marina del Rey, CA 90292

3. The entire agenda package and any meeting related writings or documents provided to a Majority of the Commissioners (Board members) after distribution of the agenda package, unless exempt from disclosure Pursuant to California Law, are available at the Department of Beaches and Harbors and at <http://marinadelrey.lacounty.gov>

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9586.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (310) 305-9590 (Voice) or (310) 821-1734 (TDD).

SMALL CRAFT HARBOR COMMISSION
MINUTES
FEBRUARY 11, 2009

Commissioners: Russ Lesser, Chairman; Vanessa Delgado, MPA, Vice-Chairman; Albert Landini, Ed.D.; Dennis Alfieri, Commissioner; Albert DeBlanc, Jr. Esq. (First unexcused absence)

Department of Beaches and Harbors: Santos Kreimann, Director; Paul Wong, Asset Management Division Chief; Dusty Crane, Community and Marketing Service Division Chief; Beverly Moore, Convention and Visitors Bureau

County Staff: Lt. Gautt, Sgt. Escamillas, and Dep. Carvalho, Sheriff's Department

Call to Order and Pledge of Allegiance: Chairman Lesser called the meeting to order at 9:35 am, followed by the pledge of allegiance.

Approval of Minutes: Chairman Lesser moved to approved the December 10, 2008 minutes, Vice-Chairman Delgado seconded. The motion was unanimously approved. Chairman Lesser welcomed Dennis Alfieri who was appointed as Commissioner by Supervisor Antonovich. He also requested the March 11, 2009 meet time be changed to 6:00 p.m, rather than the usual 9:30 a.m.

Item 3 - Regular Reports:

Sergeant Escamillas reported that grand thefts are a major problem and to keep objects out of plain view in vehicles. Deputy Carvalho reported the overall percentage of liveboards remain the same. Lieutenant Gautt informed the Commission and staff of the new We Tip Hotline number, which is (310) 482-6002.

Dusty Crane reported on the Fisherman's Village Weekend Concerts, Household Hazardous Waste Roundup, and Beach Events.

Beverly Moore reported on the Convention and Visitors Bureau's activities, including the January 2009 update of its website to provide enhanced features and services, including making downloadable videos and images available.

Item 5a - Recreational Boating Slip Mix:

Santos Kreimann reported that Beaches and Harbors contracted with Noble Consultants to conduct a boat slip sizing study to guide in the establishment of a policy regarding future dock replacements in the Marina that is based on measurable historic trends and market data such as boat and berthing size trends, DBAW guidelines, slip length and finger dock width, forecast dimensions to meet current and future boating size demands and finally to recommend the proper boat slip sizes. The report is expected to be completed in late February and be ready for presentation to the Commission.

Commissioner Landini asked if this would lead to a policy statement by the Board of Supervisors.

Santos Kreimann reported the Board could review and approval the document. He said he plans to include the study recommendations as part of the Local Coastal Plan for evaluation.

Jon Nahhas stated it's important to start discussing the slip mix now and establish an inventory of existing boating facilities in the harbor; mentioned the process needs to be transparent, and suggested identifying specific boating areas of concern such as deficiencies, survey boaters for recommendations and ensure affordable access.

Andy Bessette stated he was angered by the deception that has been done by the Commission and Beaches and Harbors with thousands of boat owners having lost their slips. He was concerned that now a report is being done and that a consultant is being recommended to conduct a study on the boat slips.

Santos Kreimann stated a broad scope of work was given to the consultant and the report will be guided by facts and market data.

Tim Riley said he supports the study, mentioned the dry stack storage would help the small boat owners, and that a November 2007 chart he has seen that was made pertaining to the boat slips in the Marina shows a high number of vacancy was in the smaller slips.

Dennis Alfieri asked if there would be a review period.

Santos Kreimann stated there would not be any action required, but there would be a 30 day period for review. He would provide a draft in March with the recommendation on slip sizes, breakdown of slips available now, charts of current condition and proposed condition based on plans submitted, identify other marinas up and down the coast, compared current and proposed conditions, and include the dry stack storage as a component.

Item 5b - ADA Dock Compliance in the Marina:

Santos Kreimann stated this was on the agenda by the request of a member of the public who was concerned there are too many boat slips in the Marina that are ADA compliant. A video presentation featuring Jon Nahhas' presentation to the Coastal Commission last month regarding his concern that Marina del Rey has too many ADA-compliant slips was played for the Commission and the public.

Santos Kreimann stated that the screenshots Jon Nahhas presented at the Coastal Commission and claimed to have been obtained from the Department's website were not from the Department's website other than the first slide that shows the summer bus and Mr. Nahhas presented as if all the slides were from the Department's website. As a result, he could not comment on Jon Nahhas' numbers because the source of information is not known.

Jon Nahhas stated since no data is available he talked to dockmasters and lessees but they did not even know what "ADA" stood for. He wanted to know where it says that each anchorage is required to have its own ADA slips. He also commented on the guidelines being used at other marinas.

Santos Kreimann read for the Commission an excerpt from the Accessible Boating Facilities Guidelines book which states, "The Americans with Disabilities Act (ADA) is a comprehensive civil rights law that prohibits discrimination on the basis of disability. The ADA requires that newly constructed and altered state and local government facilities, places of public accommodation, and commercial facilities be readily accessible to, and usable by, individuals with disabilities."

Andy Bessette said the reason there are so many ADA slips being installed is to eliminate the number of slips and the associated parking spaces. He said the developers and County want all the parking spaces and are making more money by building new businesses and apartments.

Carla Andrus agreed with Andy Bessette. She said she knew a man who was in a wheel chair who was unable to get up on the curb and unable to get into the toilet stall and "had to do his business" on the bathroom floor.

Santos Kreimann stated a Chace Park bathroom was renovated approximately six months ago to accommodate ADA access and further ADA compliance is underway.

Item 6 - Staff Reports:

Santos Kreimann updated the Commission on the Board of Supervisors' recent actions relative to Marina del Rey, progress on the Dredging project, updates on the City of Los Angeles' Venice Pumping Plant Dual Force Main Project, redevelopment project status, and the number of Unlawful Detainer filings by lessees.

Commissioner Landini asked if the public would be notified of the routing of the sewer line.

Santos replied that it would be made available on the Department's website when we have the information.

Carla Andrus commented on the Governor's proposal to merge the Department of Boating and Waterways with the Department of Parks and Recreation and wanted more clarification.

Santos Kreimann replied that the Department of Boating and Waterways' responsibility is very specialized and services to boaters may be impacted if it is merged with Parks and Recreation.

John Nahhas also spoke on the proposed Department of Boating and Waterways merger.

Item 7 – Communication from the Public

Jon Nahhas discussed issues relating to dry stack storage and asked to get constant feedback from the consulting firm.

Carla Andrus commented on the boat slip widths and stated she wants to know how many slips are being used by yacht brokers and how long they stay on the water before they are sold.

Santos Kreimann said the slip mix study will look at the current condition in MdR and compare to other marinas up and down the coast. The approach is to build a marina to benefit a wide spectrum of boats. In order to redevelop the marina and make it a viable asset for years to come

everyone needs to understand there is going to be a reduction of wet slips and alternatives will be provided for the boating community to enjoy the water and dry stack storage is a major component.

William Vreszk commented on dry stack storage, Noble Consultants findings of the slip mix and who profits from this conclusion. He said the removal of small boat slips may result in legal issues.

John Rizzo said he would like a regular update on the expansion of Supervisor Burke's park and the trade off for the beach being opened to the public.

Santos Kreimann replied that he would include this as a regular ongoing report. He confirmed the Chace Park community room is available on March 11, 2009 at 6:00 p.m. for the meeting.

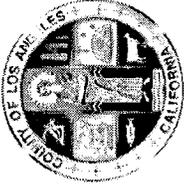
Adjournment – Chairman Lesser adjourned the meeting at 11:20 a.m.

Respectfully Submitted

By: Donna Samuels, Commission Secretary

*Copies of taped meetings can be purchased immediately after all meetings with Commission Secretary.

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MARINA DEL REY STATION
PART I CRIMES- FEBRUARY 2009**



	West Marina 2760	East Marina 2761	Lost R.D. 2762	Marina Water 2763	Upper Ladera 2764	County Area 2765	Lower Ladera 2766	Windsor Hills 2767	View Park 2768	TOTALS
Homicide										0
Rape										0
Robbery: Weapon	1						1	1		3
Robbery: Strong-Arm								1		1
Aggravated Assault									1	1
Burglary: Residence				1			3	6	4	14
Burglary: Other Structure	1	2	1	1			1			5
Grand Theft	8	3	2					2	2	17
Grand Theft Auto	2						1	2	1	6
Arson										0
Boat Theft										0
Vehicle Burglary	4					1	3		1	9
Boat Burglary				1						1
Petty Theft	2								1	3
REPORTING DISTRICTS TOTALS	18	5	0	5	0	1	9	12	10	60

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, Date Prepared **MARCH 2, 2009**
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES- FEBRUARY 2009



Part I Crimes	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2768)
Homicide	0	0
Rape	0	0
Robbery: Weapon	1	2
Robbery: Strong-Arm	0	1
Aggravated Assault	0	1
Burglary: Residence	1	13
Burglary: Other Structure	4	1
Grand Theft	13	4
Grand Theft Auto	2	4
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	4	5
Boat Burglary	1	0
Petty Theft	2	1
Total	28	32

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared –** MARCH 2, 2009
CRIME INFORMATION REPORT - OPTION B



MARINA DEL REY HARBOR LIVEBOARD COMPLIANCE REPORT 2009



<i>Liveaboard Permits Issued</i>		
	January	February
New permits Issued:	6	3
Renewal Issued:	4	7
Total:	10	10
Notices to Comply Issued:	26	26

Totals:	January	February
Liveaboard:	364	362
Current Permits:	274	288
Expired Permits:	36	24
No Permits:	54	50

Total reported vessels in Marina del Rey Harbor: 4690

Percentage of vessels that are registered liveaboards 7.72%



To enrich lives through effective and caring service

March 5, 2009



TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director 

SUBJECT: **ITEM 3b - MARINA DEL REY AND BEACH SPECIAL EVENTS**

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

MARINA DEL REY EVENTS

OPENING DAY CEREMONIES 2009

Marina del Rey Yacht Clubs
Saturday, March 14 – Sunday, March 15

The yacht clubs of Marina del Rey will be celebrating the opening of the yachting season on March 14 and 15. Contact the clubs for their schedules of events during this weekend.

California Yacht Club:
www.calyachtclub.com
(310) 823-4567

Pacific Mariners Yacht Club:
www.pmyc.org
(310) 823-9717

Del Rey Yacht Club:
www.dryc.org
(310) 823-4664

Santa Monica Windjammers Yacht Club:
www.smwyc.org
(310) 827-7692

Marina Venice Yacht Club:
www.mvyc.org
(310) 822-9082

South Coast Corinthian Yacht Club:
www.sccyc.org
(310) 306-2787

DEDICATION CEREMONY – YVONNE B. BURKE PARK

4350 Admiralty Way, Marina del Rey
Wednesday, April 1, at 9:30 am

In honor of her then upcoming retirement, the Los Angeles County Board of Supervisors unanimously voted in November 2008 to rename Admiralty Park as Yvonne B. Burke Park. The name change, proposed by Supervisor Don Knabe, honors former Supervisor Burke for her 16 years of service representing the Second District, for her many firsts, including becoming the first African-American elected to the Board, and for devoting her entire professional life of over 50 years to public service, whether as an elected official, an attorney, or as an official of the U.S. Olympic Organizing Committee. In announcing the motion, Supervisor Knabe stated:

“Supervisor Burke has a deep personal attachment and commitment to Marina del Rey dating back nearly 30 years. I am proud to honor my colleague and my friend by finally and permanently renaming this park with the name it should rightfully have.”

For additional information regarding the Yvonne B. Burke Park dedication ceremony, please call (310) 305-9503.

MARINA DEL REY OUTDOOR ADVENTURES 2009

Sponsored by the Los Angeles County Department of Beaches and Harbors
Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey ♦ Ca ♦ 90292

Bird Watching Experience Program

Thursdays, March 26 and May 28 at 4:00 pm
&
Thursdays, April 30 and June 25 at 9:00 am

County-sponsored bird watching walk for adults is a free two-hour walk, which will take place at various sites in the Ballona Wetlands. Meet at the Burton Chace Park Community Room. Participation, parking and transportation to the tour site are free. Pre-registration is a must! To register, please call (310) 628-2135.

FISHERMAN'S VILLAGE WEEKEND CONCERTS

Sponsored by Pacific Ocean Management, LLC
All concerts are from 1:00 – 4:00 pm

Saturday, March 7

J.T. Ross Band, playing Harmonica Blues & Jazz

Sunday, March 8

2 AZZ 1 Body & Soul Band, playing Smooth Jazz

Saturday, March 14

Eric & The Diamond Cutters, Neil Diamond Tribute Band

Sunday, March 15

Bernie Meisinger Band, playing Jazz Standards

Saturday, March 21

Richard Davis Quintet, playing Standards & Jazz

Sunday, March 22

Scott Martin & The Latin Soul Band, playing Latin Soul & Jazz

Saturday, March 28

LA CAT, playing Reggae

Sunday, March 29

The Kid & Nic Show, playing American Pop

For more information call: Pacific Ocean Management at (310) 822-6866.

BEACH EVENTS

U.S. Beach Boomerang Tournament

City of Hermosa Beach
Saturday, March 7 - Sunday, March 8
9:00 am – 5:30 pm

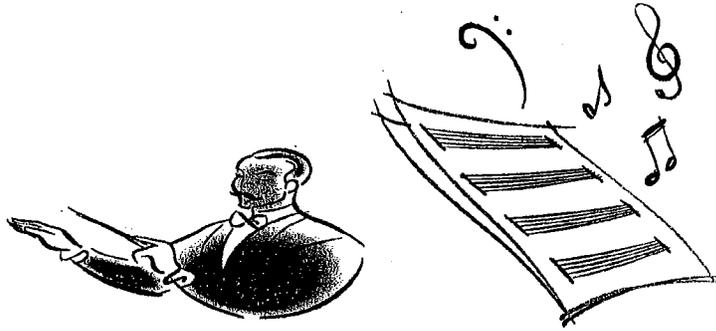
The United States Boomerang Association produces this tournament taking place on the beach at 14th Street. Competitors use lightweight plastic boomerangs to compete in various throwing events that measure accuracy, catching ability, distance and speed. The tournaments are open to the public and observers are encouraged to try their hand at throwing and catching a returning boomerang.

For more information call: (310) 318-2889 or (512) 557-5848 or email sonofchi@sonofchi.com.

SHK:DC:ks

Café Petra

Coffee/Dessert Bar Menu



Chocolate Croissant	\$3.00
Brownie or Carrot Cake	\$3.00
Apple Struddle	\$3.00
Strawberry Struddle	\$3.00
Cookies	\$1.00
Pop Corn (Cheese & Plain)	\$1.00
Sodas (Coke, Diet Coke and Sprite)	\$1.50
Arrowhead Water	\$1.75
Perrier	\$2.00
Argentine Café	\$2.50
Hot Chocolate	\$2.00
Hot Tea	\$2.00
Ice Crème	\$2.00

Café Petra

Hebrew National Dog w/fries or onion rings	\$4.00
Chili Cheese Dog	\$5.00
Hamburger w/fries or onion rings	\$6.00
Cheeseburger w/fries or onion rings	\$6.50
Pizza 11" Personal	
Cheese	\$5.00
Pepperoni	\$5.50
Additional toppings:	\$0.50
(Onions, Bell Pepper, Pineapple, Olives, Ham, Sausage, Chorizo, Jalapenos)	
Garden Burger w/fries or onion rings	\$7.50
Argentine Cut Steak Sandwich w/fries	\$8.00
Pork Ribs w/Baked Beans and Potato Salad	\$11.00
Barbecue Chicken w/Baked Beans and Salad	\$8.00
Grilled Chicken Sandwich w/fries or onion rings	\$7.50
Empanadas (Beef, Chicken and Cheese)	\$2.00
Grilled Cheese Sandwich w/fries or onion rings	\$3.75
Grilled Chicken Salad	\$8.00
Steak fries or Onion Rings	\$2.00
Cookies	\$1.00
Sodas (Coke, Diet Coke and Sprite)	\$1.75
Arrowhead Water	\$1.75
Perrier	\$2.00
Argentine Café	\$2.50
Hot Chocolate	\$2.00
Hot Tea	\$2.00
Ice Crème	\$2.00

OPEN 7 DAYS 10am to 6pm

APPENDIX A



SAMPLE
CONCESSION LICENSE AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

December, 2008
v. 12-18-08 JT

**CONCESSION SERVICES AT COUNTY OWNED AND OPERATED
BEACHES AND BURTON CHACE PARK**

**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES
AND BURTON CHACE PARK**

APPENDIX A

SAMPLE CONCESSION LICENSE AGREEMENT

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CONCESSION LICENSE AGREEMENT

RECITALS

This LICENSE entered into this _____ day of _____, 2009

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, hereinafter referred to
as "County"

AND

_____, a sole
proprietorship, (or corporation, or
partnership) hereinafter referred to as
"Licensee", Concessionaire" or "Contractor"

SUMMARY LICENSE PROVISIONS

The basic terms of this License are summarized as follows:

- (a) County: The County of Los Angeles
- (b) Licensee; Concessionaire;
Contractor: Name: _____
Address: _____

Phone: _____
E-mail: _____
- (c) Authorized Activity (Paragraph 3.0):
- i) Mobile Food
 - ii) Concession Stand (including Burton Chace Park)
 - iii) Bike & Skate Rentals
 - iv) Hang Gliding
 - v) Beach Merchandise Sales & Rentals
- See Appendix C, for definitions.
- (d) Exclusive Zone (Concession Stands only) (Subparagraph 3.2): Two hundred (200) feet in all directions of the exterior of the concession building on the Premises except for Burton Chace Park, for which the Exclusive Zone is defined in Subparagraph 3.3.
- (e) Rent (Paragraph 5.0): The annual rent for the first License Year, \$_____ (“Commencement Rent”) shall be payable monthly at variable percentage rates and shall be adjusted annually by the Consumer Price Index (Subparagraphs 5.7-5.9).
- (f) License Term (Subparagraph 7.1): Four (4) years and ten (10) months, commencing June 1, 2009 (“Effective Date”) and terminating March 31, 2014 (“Expiration Date”).
- (g) Premises (Paragraph 4.0): See Appendix C, for locations.
- (h) Outdoor Trade Fixtures: As appropriate for the Authorized Activity.
- (i) County Owned Trade Fixtures: See Appendix C, “County Owned Trade Fixtures”.

RECITALS

WHEREAS, County may contract with private business for services in accordance with CALIFORNIA GOVERNMENT CODE SECTIONS 23004, 25536, and 31000 to grant concessions that are consistent with the government purposes served thereby; and

WHEREAS, County is the owner or operator of the Premises as shown in Appendix C, "Concession Premises" of this License; and

WHEREAS, a License for the Authorized Activity from the Premises is consistent with the public purposes for which said building is used; and

WHEREAS, County is willing to exercise the grant of such a License/Concession in accordance with the terms and conditions prescribed herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for good and valuable consideration, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS

The attachments and exhibits designated below are attached to and form a part of this Agreement. In the event there is any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverables, goods, or services, this Agreement shall control; followed by Exhibits, then Attachments.

2.0 LICENSE GRANTED

Licensee is hereby authorized to engage in the Authorized Activity which is to operate a mobile food, vending cart, concession stand, bike and skate rental, hang gliding, or beach merchandise sale and rental service. The Authorized Activity is restricted to specific locations.

Licensee understands and agrees that the Concession is by license and not lease and confers only permission to occupy the concession premises ("Premises") for the Authorized Activity in accordance with the terms and conditions hereinafter specified without granting or reserving to Licensee any interest or estate therein.

3.0 AUTHORIZED ACTIVITY

3.1. The Licensee is authorize to conduct the Authorized Activity, as indicated in the Summary License Provisions, from the Premises and for no other purpose without the expressed written consent of the Director, and to provide for use such Outdoor Trade Fixtures, as indicated in the Summary License Provisions, on the Premises in conjunction with the Authorized Activity. The number and location of such Outdoor Trade Fixtures shall be approved in writing by the Director.

3.2. Subparagraph 3.2 is only applicable to licenses for selling food and beverage from a concession stand (excluding Burton Chace Park). The Director shall not grant any other permits to conduct the Authorized Activity within the Exclusive Zone, as defined in Section (d) in the Summary License Provisions. Nothing in this License shall limit the Director's right to grant permits or allow for other types of activities within or outside the Exclusive Zone. Permits or other types of activities may include but are not limited to the following: placing food and beverage vending machines on the beach; granting permits or concession agreements for the sale or rental of miscellaneous items of beach merchandise, such as (without limitation) sun block lotion, suntan lotion, towels and

umbrellas; and/or granting permits for the promotion of products and services through sampling.

- 3.3. Subparagraph 3.3 is only applicable to the License for selling food and beverage from a concession stand in Burton Chace Park. The Director shall not grant any other permits for the Authorized Activity within the Exclusive Zone, defined as the area commonly known as Burton Chace Park, Marina del Rey, except that the Director reserves the right to permit special events to be held within the Burton Chace Park at which catered food and beverage service by other vendors may be provided.
- 3.4. Subparagraph 3.4 is only applicable to the Licenses for selling food and beverage from a Mobile Food Preparation Unit (defined in Subparagraph 6.16). The privilege granted under this License is non-exclusive. The County reserves the right to authorize sales of similar merchandise by means other than lunch vehicles and/or Mobile Food Preparation Units and sales of different merchandise from similar equipment.
- 3.5. Subparagraph 3.5 is only applicable to the Licenses for Bike and Skate Rentals, Beach Merchandise Sales and Rentals, and Hang Gliding. The privilege granted under this License is exclusive; however, the Director reserves the right to grant within the parking lot where the Premises are located permits or concession agreements for activities other than the Authorized Activity.
- 3.6. The Authorized Activity is strictly limited to the activity, as referenced in Section (c) in the Summary License Provisions, in Appendix C, "Authorized Activity", and shall not be construed to grant Licensee any rights that are not specifically set forth in this agreement.
- 3.7. The County assumes no responsibility for protecting the Licensee from illegal vendors in the vicinity of the Premises or Exclusive Zone.
- 3.8. The Licensee understands and agrees that the Licensee's use of the Premises is by License and not by lease, and confers permission only to use the Premises for the Authorized Activity in accordance with the terms of this License without granting or reserving to the Licensee any right, title, interest, or estate in the Premises or the Exclusive Zone.
- 3.9. The Licensee further acknowledges and agrees that neither the expenditure of capital for the installation of equipment or the purchase of trade fixture or fixtures, nor the provision of labor on the Premises by the Licensee over the License term shall confer any right, title, interest, or estate in the Premises or the Exclusive Zone beyond the right to the use in accordance with the specific terms of the License.
- 3.10. In engaging in the Authorized Activity from the Premises, the Licensee is acting solely as an independent contractor, it being expressly understood by the parties that this is the only relationship that has been or is intended to be created. This License does not constitute, and the parties do not intend to create a partnership, a joint venture, an employment or an agency. It is mutually understood and agreed that the construction of rights and obligations under the License is to be determined in accordance with the laws relating to owners and occupants of real property.

4.0 CONCESSION PREMISES

- 4.1. The Licensee acknowledges and agrees that the Authorized Activity may be exercised only from the Premises, as referenced on the Summary License Provisions, and shown

on the appropriate page in Appendix C and that the use of the Premises under this License shall be subject to all of the limitations set forth in this agreement.

- 4.2. The License does not confer any special parking privileges on the Licensee, other than two (2) free entries to the parking lot for vehicular parking while engaged in the Authorized Activity. A photo identification card of Licensee or its employees must be obtained from the Department's parking contractor before the two (2) free entry passes will be issued.
- 4.3. The Premises may be used only for the purpose of engaging in the Authorized Activity, and for no other purpose. The sale or rental of any other goods, wares, and merchandise will require the express written consent of the Director. The Director shall act reasonably on such requests based upon whether it is in the best interest of the County, the safety of the items, whether it is customarily offered for sale or rent in connection with the Authorized Activity, and whether the sale or rental of such items is not prohibited by applicable federal, state and local statutes, laws and regulations.
- 4.4. The Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition affects the conduct of the Authorized Activity. The Licensee accepts the Premises and Exclusive Zone in their present physical condition, and the Licensee agrees to make no demands upon the County for any improvement to or alteration of the Premises, County Owned Trade Fixtures, or Exclusive Zone.
- 4.5. The Licensee hereby acknowledges the title of the County, and or any other public agencies having jurisdiction, ownership and/or control of the Premises, the Exclusive Zone, and the beach, and the County's ownership of any trade fixtures provided by the County, over the License Term, and the Licensee promises never to assail, contest, or resist said title and/or control, nor to assist any other person or entity in engaging in such activity.
- 4.6. The Licensee shall make no alterations to the Premises or construct any improvements on the Premises except as specifically provided for in the agreement.
- 4.7. In the event the County is unable to provide use of the Premises to the Licensee upon the Effective Date of the License Term, the License shall not be void or voidable by reason of such failure nor shall the County be liable to the Licensee for any loss or damage resulting from such an event. However, the Licensee shall be excused from any payments to be made to the County, until such time as the County provides use of the Premises to the Licensee.
- 4.8. The Licensee, or its authorized agent, has conducted personal inspection of the County furnished Trade Fixtures, and found said Trade Fixtures are in proper working condition, except as otherwise stated in Appendix C, "County Owned Trade Fixtures". The Licensee accepts said Trade Fixtures on an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. Licensee agrees to repair and maintain at Licensee's sole cost and expense said Trade Fixtures (and any other equipment, trade fixtures, or fixtures that Licensee may install in the Premises) during the License Term. Licensee further agrees that Licensee shall at the expiration or earlier termination of the License return said Trade Fixtures to County in the same condition as they were at the commencement of the License Term, aside from reasonable wear and tear.
- 4.9. Subparagraph 4.9 is only applicable to Licenses offering hang gliding equipment rental and lessons. The Licensee may install a temporary Portable Building (defined in Subparagraph 6.18) on the Premises during the course of conducting the Authorized

Activity. However, the Portable Building must be installed at Licensee's sole expense and only after Licensee's procurement of all the necessary approvals for the installation and compliance with all the applicable federal, state and local statutes, laws and regulations. Furthermore, the Licensee must have all customers read and sign a waiver of liability, assumption of risk, and indemnity agreement prior to the Licensee offering equipment rental or lessons. Such agreement must be submitted and approved by the Director. See Appendix C, "Waiver of Liability, Assumption of Risk, and Indemnity Agreement", for an example of said agreement.

5.0 RENT

The Licensee shall pay the County the annual rent over the License Term.

- 5.1.** The annual rent for the first License Year (defined in Subparagraph 6.4) of the License Term shall be the amount of Commencement Rent, as defined in the Summary License Provisions, Section (e).
- 5.2.** Subparagraph 5.2 is only applicable to licenses for selling food and beverage from a concession stand, including Burton Chace Park concession; rental of bicycles and skates; and, offering hang gliding equipment rental and lessons. The annual rent for each License Year shall be payable the first day of each month in installments for each of the months of June, July, August and September at fifteen and six-tenths percent (15.6%) of the annual rent and for each of the months of October through May at four and seven-tenths percent (4.7%) of the annual rent.
- 5.3.** Subparagraph 5.3 is only applicable to licenses for the selling of food and beverage services from a Mobile Food Preparation Unit and rental of beach related recreation equipment. The annual rent for each License Year shall be prorated and paid on the first day of each month in installments for the month of June at twenty percent (20%), July and August at thirty-five percent (35%) each, and September at ten percent (10%) of the annual rent.
- 5.4.** The Licensee acknowledges and agrees that the unequal proration of the rent under Subparagraphs 5.3 and 5.4 is a fair and equitable way for the rent to be paid in view of the fact that a uniform allocation of the amount is inappropriate due to seasonal (May through September) use of the beach by the public, and the substantial value that is attributed to the License during this period of time.
- 5.5.** The monthly payment shall be made by check or draft issued and payable to the Los Angeles County Department of Beaches and Harbors and mailed to Department of Beaches and Harbors, Attn: Financial Services Section, 13575 Mindanao Way, Marina del Rey, CA 90292.
- 5.6.** In the event a monthly payment is not made on or before the date the payment is due, a late charge of ten percent (10%), of the payment shall be charged and added to the unpaid amount. If the monthly payment is delinquent in excess of three (3) days following written notice for payment, the Director may in his sole discretion terminate the License.
- 5.7.** The annual rent for the License Year shall be adjusted annually as follows: The Commencement Rent shall be multiplied by a fraction, the numerator of which is the number for the Index published for the third month before the date of adjustment, and the denominator of which is the number for the Index published for the third month before the Effective Date. County shall compute the new rent in accordance with the

provisions herein and inform the Licensee in writing of such new rent. In no event shall the adjustment result in a decrease of annual rent.

- 5.8. The index used for determining the annual rent adjustment shall be the United States Department of Labor, Bureau of Labor Statistics, "Consumer Price Index-All Urban Consumers", "Los Angeles-Riverside-Orange County, CA", area, "Rent of Primary Residence" item, base period 1982-84=100, not seasonally adjusted ("Index").
- 5.9. If the Index discontinued or revised during the License Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.
- 5.10. In the event the License is terminated for any reason, the Licensee will not be eligible for any monetary reimbursement of rental payments received by the County.

6.0 INTERPRETION AND DEFINITIONS

- 6.1. This License shall be interpreted according to the rules which govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635.
- 6.2. The heading contained in this License are for convenience and reference only and are not intended to define or limit the scope of any provision of the License.
- 6.3. The following words, as used in the License, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
- 6.4. **License Year** - A period of twelve consecutive calendar months commencing with Effective date, or anniversaries, thereof, with the exception that the fifth and last year of the License Term shall have a shortened duration of ten (10) consecutive calendar months.
- 6.5. **Board** - The Board of Supervisors of the County of Los Angeles.
- 6.6. **Director** - The Director of the Department of Beaches and Harbors of the County of Los Angeles.
- 6.7. **Department** - The Department of Beaches and Harbors of the County of Los Angeles.
- 6.8. **Concession** - The privilege of engaging in the commercial activities authorized herein on the designated public property.
- 6.9. **Licensee; Concessionaire; Contractor** - Authorized vendor, under this License to provide concession services defined in this agreement to visitors of County owned and operated beaches and visitors to Burton Chace Park, located in Marina del Rey.
- 6.10. **License/Contract/Agreement** - Agreement executed between County and Licensee, including all attachments and exhibits, as may be amended from time to time. It sets forth the terms and conditions for the issuance and performance of the Concession.
- 6.11. **County** - County of Los Angeles.
- 6.12. **Day(s)** - Calendar day(s) unless otherwise noted.

- 6.13. **Fiscal Year** - The twelve (12) month period beginning July 1st and ending the following June 30th.
- 6.14. **Health Officer** - Health Officer of the County of Los Angeles or an authorized representative thereof.
- 6.15. **Health Department** - The Health Department of the County of Los Angeles.
- 6.16. **Mobile Food Preparation Unit** - A vehicle or vending cart, from which food is prepared, cooked, wrapped, packaged, processed or portioned for sale.
- 6.17. **Parking Lot Operator** - The County's beach parking lot manager.
- 6.18. **Portable Building** - A temporary self-supporting structure not to exceed 8 feet tall, 8 feet wide and 40 long provided by Licensee during the course of business for rental of bicycles and skates, rental of beach related recreation equipment, and offering of hang gliding recreation and lessons.
- 6.19. **Trade Fixtures** - All necessary appliances, furniture, fixtures and equipment to engage in the Authorized Activity from the Premises and in any other authorized areas of the Premises.
- 6.20. **State** - The State of California.

7.0 LICENSE TERM

- 7.1. The term of the License shall be for a period of four (4) years and ten (10) months commencing on the Effective Date and ending on the Expiration Date, as defined in Section (f), "License Term", in the Summary License Provisions, unless terminated earlier pursuant to the terms hereof. Under no circumstances shall the License Term be extended beyond the Expiration Date.
- 7.2. The Licensee shall vacate the Premises upon the expiration of the License. In the event a holdover should occur, the Licensee acknowledges and agrees that the use of the Premises shall be pursuant to the terms of this License.
- 7.3. In the event the Licensee holds over beyond the term herein provided with the consent, express or implied, of the County, such holding over shall be from month to month only, subject to the terms and conditions of this Contract, and shall not be a renewal hereof.

8.0 TERMS AND CONDITIONS

8.1. ASSIGNMENT AND DELEGATION

- 8.1.1. The Licensee shall not assign its rights or delegate its duties under this License, or both, either in whole or in part, without the prior written consent of the Director. Any unapproved assignment or delegation shall be null and void at the option of the County to be exercised in its sole discretion. Any payments by the County to any approved delegate or assignee on any claim under this License shall be deductible, at the County's sole discretion, against any claims that the Licensee may have against the County.
- 8.1.2. Any assumption, assignment, delegation, or takeover of any of Licensee's duties, responsibilities, obligations, or performance of same by any entity other than Concessionaire, whether through assignment, sub-contract, delegation, merger, buyout, sale of stock, or any other mechanism, with or without consideration for

any reason whatsoever without the Director's express prior written approval, may result in the termination of this License at County's sole discretion. Acceptance of any payment from any entity other than Licensee shall not waive or constitute such approval.

8.2. AUTHORIZATION WARRANTY

Licensee represents and warrants that the signatory to this Contract is fully authorized to obligate Licensee to each and every term, condition, and obligation of this Contract and that all requirements of the Licensee have been fulfilled to provide such actual authority.

8.3. CANCELLATION

8.3.1. Upon the occurrence of any one or more of the Events of Default set forth in Subparagraph 8.9, "Events of Default", of this License shall be subject to cancellation by County. As a condition precedent thereto, the Department shall give Licensee ten (10) days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made thereof.

8.3.2. Upon cancellation of the License, County shall have the right to terminate the License to use the Premises created hereby and take possession of the Premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages incurred from a breach of this License.

8.3.3. Action by County to effectuate a cancellation and forfeiture of the Concession shall be without prejudice to the exercise of any other rights provided herein and/or in Appendix B-Statement of Work and Additional Contract Provisions or by law to remedy a breach of this License.

8.4. CIVIL RIGHTS LAWS/NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.4.1. Licensee hereby assures and agrees that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000e through 2000e-17, to the end that no person shall, on the grounds of race, creed, color, sex, sexual preference, religion, ancestry, age, condition of physical or mental disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this License or under any project, program, or activity supported by this License.

8.4.2. Licensee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual preference, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.4.3. Licensee shall take affirmative action to ensure that all employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, sexual preference, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.4.4.** Licensee shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual preference, age, physical or mental disability, marital status, or political affiliation.
- 8.4.5.** Licensee shall allow County representatives access to the Licensee Concessionaire employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- 8.4.6.** If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this License upon which the County may terminate or suspend this License. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Licensee has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Licensee has violated the anti-discrimination provisions of this License

8.5. COUNTY/GOVERNMENT PROGRAMS

8.5.1. CHILD SUPPORT - Warranty of Adherence

The Licensee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through a contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Licensee's duty under this License to comply with all applicable provisions of law, the Licensee warrants that it is now in compliance and shall during the term of this License maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

8.5.2. No Conflict of Interest

No County employee whose position with the County enables such employee to influence the award of this License or any competing contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any

facts that might reasonably be expected to create a conflict of interest, it shall immediately make full disclosure of such facts to the County. Full written disclosure shall include, but not be limited to, identification of all persons implicated and a complete description of all relevant circumstances. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. See Appendix D, "No Conflict of Interest, Certification of".

8.5.3. Earned Income Tax Credit, Notice to Employees

Contractor shall notify its employees, and shall require each subcontractor (if any), to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. See Appendix D, "Earned Income Credit".

8.5.4. GAIN/GROW Participants

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program, or General Relief Opportunities for Work Program (GROW) who meet the Contractor's minimum qualifications for the position. The County will refer GAIN/GROW participants by job category to the Contractor. See Appendix D, "Willingness to Consider GAIN/GROW Participants".

In the event that laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.5.5. Jury Service Policy

8.5.5.1. Unless Licensee has demonstrated to the County's satisfaction either that Licensee is not a "Contractor" as defined under the Jury Service Program as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Appendix D, "Contractor Employee Jury Service" and made a part of this Contract, or that Licensee qualifies for an exception to the Jury Service Policy (Section 2.203.070 of the County Code), Licensee shall have and adhere to a written policy that provides that its Employees shall receive from the Licensee, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Licensee or that the Licensee deduct from the Employee's regular pay the fees received for jury service.

8.5.5.2. For purposes of this Subparagraph 8.5.5, "Licensee" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Licensee. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Licensee has a

long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Policy. If Concessionaire uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Subparagraph 8.5.5 shall be inserted into any such subcontract agreement and a copy of the Jury Service Policy shall be attached to such agreement.

8.5.5.3. If Licensee is not required to comply with the Jury Service Policy when the Contract commences, Concessionaire shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Policy, and Concessionaire shall immediately notify County if Licensee at any time either comes within the Jury Service Policy’s definition of “Contractor” or if Licensee no longer qualifies for an exception to the Program. In either event, Licensee shall immediately implement a written policy consistent with the Jury Service Policy. The County may also require, at any time during the Contract and at its sole discretion, that Licensee demonstrate to the County’s satisfaction that Licensee either continues to remain outside of the Jury Service Policy’s definition of “Contractor” and/or that Licensee continues to qualify for an exception to the Policy.

8.5.5.4. Licensee’s violation of this subparagraph 8.5.5 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Licensee from the award of future County contracts for a period of time consistent with the seriousness of the breach. Licensee shall properly prepare and execute Appendix D, “Contractor Employee Jury Service Program Certification Form and Application for Exception” which is attached hereto prior to County’s execution of the Contract.

8.5.6. Living Wage Ordinance

This Contract is subject to the provisions of the County’s ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Appendix D, “Living Wage Ordinance”, and incorporated by reference into and made a part of this Agreement.

8.5.6.1. Payment of Living Wage Rates

1 Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not an “Employer” as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees’ services provided to the County, including, without limitation, “Travel Time” as defined below at Subsection 5 of this Subparagraph 8.5.6.1 under the Agreement:

- a** Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2 For purposes of this Subparagraph 8.5.6 "Contractor" includes any subcontractor or Approved Franchisee engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor or franchisee to perform services for the County under the Contract, the subcontractor or franchisee shall be subject to the provisions of this Subparagraph 8.5.6. The provisions of this Subparagraph 8.5.6 shall be inserted into any such subcontract or franchise and a copy of the Living Wage Program shall be attached to the subcontract or franchise. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full time.

3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5 For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that

time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program). Travel Time shall mean any period during which an Employee physically travels to or from or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

8.5.6.2. Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.5.6.3. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("Claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or Claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or Claim arising out of any of the Contractor's operations in California.

8.5.6.4. County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.5.6.5. Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor shall also distribute County-provided notices to

each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of employees.

8.5.6.6. Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Subparagraph 8.5.6, the County shall have the rights and remedies described in this Subparagraph in addition to any rights and remedies provided by law or equity.

1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a Withholding of Payment - If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b Liquidated Damages - It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor or from the Security Deposit payable under Subparagraph 8.22 hereof.

c Termination - The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

2 Remedies for Payment of Less Than The Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a material breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a Withholding Payment - If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may hold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b Liquidated Damages - It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor or from the Security Deposit payable under Subparagraph 8.22 hereof.

c Termination - The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3 Debarment - In the event the Contractor breaches a requirement of this Subparagraph 8.5.6, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

8.5.6.7. Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full time Employee staffing plan. If the Contractor changes its full time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.5.6.8. Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Subparagraph may

constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Agreement

8.5.6.9. Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its Employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.5.6.10. Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's Employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.5.7. Contractor Responsibility and Debarment

8.5.7.1. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.

8.5.7.2. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, a copy of which is attached in Appendix D, "Determinations of Contractor Non-Responsibility and Contractor Debarment", part of the Contract, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.5.7.3. Non-Responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity. Attached in Appendix D, "Listing of Contractors Debarred in Los Angeles County", is information on contractors debarred in Los Angeles County.

8.5.7.4. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period for debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.5.7.5. Subcontractors of Contractor

These terms shall also apply to any and all Subcontractors of County Contractors.

8.5.8. Lobbyist Ordinance

Concessionaire and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Concessionaire, shall fully comply with the County Lobbyist Ordinance. Failure on the part of Concessionaire, County lobbyist or County lobbying firm retained by Concessionaire to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract. See Appendix D, "Familiarity with the County Lobbyist Ordinance Certification".

8.5.9. Recycled-Content Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.5.10. Referral and Consideration of County Employees for Employment

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. County shall refer such former employees to Contractor. In the event that both laid-off employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.5.11. Registration on County WebVen

Prior to a contract award, all potential contractors must register on the County's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

8.5.12. Safely Surrendered Baby Law

8.5.12.1. Licensee's Acknowledgement

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. The Licensee will also encourage its sub-contractors, if any, to post this poster in a prominent position in the sub-

contractors' place of business. The County's Department of Children and Family Services will supply the Licensee with the poster to be used.

8.5.12.2. Employee Notice

The Licensee shall notify and provide to the employees, and shall require each sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix D, "Safely Surrendered Baby Law" and is also available on the Internet at <http://www.babysafela.org> for printing purposes.

8.5.13. Artificial Trans Fat Reduction Program

1. Contractor agrees that it will participate in the County's Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing five-tenths (0.5) grams or more of artificial trans fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Concession Premises, except for food that is being served directly to consumers in a manufacturer's original sealed package. Contractor shall provide the written certification attached hereto as Appendix D, "Voluntary Artificial Trans Fat Reduction (ATFR) Program Application" stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the County's Public Health Department. Further information can be found at <http://www.lapublichealth.org/phcommon/public/eh/transfat/index.cfm>
2. **Within five (5) days of the County's execution of this Contract, Contractor shall submit to the County's Public Health Department all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant.** Contractor's failure to do either of the foregoing shall constitute a material breach of this Contract and shall be grounds for immediate termination by the County. County shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.
3. Upon County's approval of the Contractor's participation in the ATFR Program, Contractor shall have the same rights and obligations as any voluntary member of the ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.
4. In addition to any remedies provided the County by the ATFR Program's rules, any failure by Contractor to comply with the ATFR Program standards shall constitute a material breach of this Contract entitling the County to terminate the Contract in its entirety or, if the Contractor provides service to multiple Concession Premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the County may also, at its discretion, do any or all of the following:
5. Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from Contractor's breach of Subparagraph 8.5.13. The

parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per non-compliant facility and that Contractor shall be liable to County for that amount.

- a. Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Concession Premises and from any other location where such materials are used by the Contractor, including without limitation menus, menu boards, and dining table tent cards.
- b. Require Contractor to cure its non-compliance with ATFR Program standards within a period prescribed by the County, in its discretion.

8.6. DISCLOSURE OF INFORMATION

The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- 8.6.1. The Contractor shall develop all publicity material in a professional manner; and
- 8.6.2. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Manager. The County shall not unreasonably withhold written consent.
- 8.6.3. The Contractor shall not possess any interest, title, or right to any County case data or records. Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the express, written authorization of the County.

8.7. EMPLOYMENT ELGIBILITY VERIFICATION

- 8.7.1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.O. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period described by law.
- 8.7.2. Contractor shall indemnify, defend, and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.8. ENFORCEMENT

The Director shall be responsible for the enforcement and management of this License Agreement on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof.

8.9. EVENTS OF DEFAULT

8.9.1. Licensee's abandonment, vacation or discontinuance of operations of the Concession Premises.

8.9.2. The failure of Licensee to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

8.9.3. The failure of Licensee to operate in the manner required by this License, where such failure continues for more than ten (10) days after written notice from the Department to correct the conditions therein specified.

8.9.4. The failure of Licensee to keep, perform, and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than ten (10) days after written notice from the Department for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time may be waived in the manner and to the extent allowed by the Director.

8.9.5. The filing of a voluntary petition in bankruptcy; the appointment of any receiver of Licensee's assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of Licensee under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operations of the Concession; the levy of any attachment or execution which substantially interferes with attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

8.9.6. Determination by the Director, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination, or having been practiced by Concessionaire in violation of State or Federal laws thereon.

8.9.7. Transfer of the controlling interest of Licensee to persons other than those who are in control at the time of the execution of this Contract without approval by the Director.

8.10. FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.11. FORCE MAJEURE (Time Extensions)

In the event that any party hereto is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of the delay.

8.12. GOVERNING LAW, JURISDICTION AND VENUE (Interpretation)

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.13. HOLD HARMLESS AND INDEMNIFICATION

The Licensee agrees to indemnify, defend, and save harmless the County, its agents, officers, and employees, from and against any and all liability, including liability covered under the California Workers' Compensation laws, expense, including defense costs and legal fees, and claims for damage of any nature whatsoever, arising from or connected with the use and/or the conduct of the Authorized Activity or any other activity in, on, at or from the Premises or any other area of the Beach by the Licensee and/or the agents, servants employees and invitees of the Licensee, including, but not limited to, liability, expense, and claims for personal injury, bodily injury, death or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of expressed or implied warranty of product, defectiveness of product, or intentional infliction of harm; non-payment for labor, materials, appliances or power, performed on, or furnished or contributed to the Premises; infringement of a patent or copyright or disclosure of a trade secret; violation of state and federal anti-trust laws; violation of state and federal civil rights laws; and violation of state and federal alien registration and work laws. This promise of indemnity shall extend to all the covered liability, expenses, and claims, notwithstanding that the act, omission, or condition giving rise to any such liability, expense, or claim is proximately caused by the active or passive negligence of the County, its agents, servants, and employees, relating to the use and/or the conduct of the Authorized Activity in, on, at or from the Premises or any other area of the Beach by the Licensee or the agents, servants, employees and invitees of the Licensee, the enforcement of this License, or a dangerous or defective condition of the Premises or any other area of the Beach that is created by an act or omission of the Licensee or the agents, servants, and employees of the Licensee. The Licensee's duty to indemnify the County shall survive the expiration or other termination of this License.

The obligations assumed in Subparagraph 8.13 by the Licensee for the protection of the County from the third party liability described in Subparagraph 8.13 shall be deemed to extend to the State of California and the City of Los Angeles in the event the Premises are located on land that is owned and/or leased by either entity, and the Licensee acknowledges and agrees to provide the same protection to each additionally named entity.

8.14. INDEPENDENT CONTRACTOR

This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.15. INSURANCE

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.15.1. Delivery of Insurance. Copies of original insurance policies, endorsements, if applicable, or other evidence of coverage satisfactory to the County shall be delivered to the following County representative prior to commencing services under this Contract:

Los Angeles County Department of Beaches and Harbors
Asset Management Division
Attn: Robert Nickens
13837 Fiji Way
Marina del Rey, CA 90292

8.15.2. Evidence of Insurance. Such copies of original insurance policies, endorsements, if applicable, or other evidence of coverage satisfactory to the County, shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts,

its officials, officers and employees as insured's for all activities arising from this Contract;

- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.15.3. Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.15.4. Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach.

8.15.5. Notification of Incidents, Claims or Suits. Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.15.6. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all such costs incurred by the County.

8.15.7. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure that any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- Providing copies of original insurance policies, endorsements, if applicable, or other evidence of coverage satisfactory to the County covering the activities of subcontractors, or
- Providing copies of original insurance policies, endorsements, if applicable or other evidence of coverage satisfactory to the County submitted by subcontractors evidencing that sub-contractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.15.8. Insurance Coverage

- A. Automobile Liability. Insurance written on ISO policy form CA 00-01, or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for any “any auto.”
- B. General Liability. Insurance written on ISO policy form CG 00-01 or its equivalent with limits of not less than the following:
- General Aggregate: \$ 2 million
 - Products/Completed Operations Aggregate: \$ 2 million
 - Personal and Advertising Injury: \$ 1 million
 - Fire/Legal Liability \$ 50,000
 - Each Occurrence: \$ 1 million

 - For Hang Gliding only:
 - General Aggregate \$ 4 million
 - Products/Completed Operations Aggregate: \$ 4 million
 - Personal and Advertising Injury: \$ 1 million
 - Fire/Legal Liability \$ 50,000
 - Each Occurrence: \$ 2 million
- C. Workers’ Compensation and Employer’s Liability. Insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- D. Property Coverage:
Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

Real Property and All Other Personal Property - Special form (“all-risk”) coverage for the full replacement value of County-owned or leased property.

8.16. MEETINGS

All meetings between County and Licensee will be held at mutually agreed upon locations in Los Angeles County approved by the Director.

8.17. NON-COMPLIANCE AND LIQUIDATED DAMAGES

8.17.1. In the event the Department determines that there are deficiencies in Licensee's operations authorized and required hereunder, the Director will provide, as specified in Subparagraph 8.9 hereof (Events of Default), a written notice to the Licensee to correct said deficiencies within the time frames specified in this Contract.

8.17.2. In the event that Licensee fails to correct the deficiencies within the time frames prescribed in this Contract, the Director may, at their option: (1) use the Security Deposit as provided for herein, (2) exercise its rights as provided for in the Appendix B-Statement of Work and Additional Contract Provisions", Subparagraph 2.4, "Right of Entry", (3) terminate the Agreement, and/or (4) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the obligations for Concession operations herein authorized and required. The parties hereby agree that under the current circumstances a reasonable amount of such damage is \$250.00 per day for each day of the period of time that the deficiencies exist, and that Licensee shall be liable to County for liquidated damages in said amount.

8.18. NOTICE OF DISPUTE

The Contractor shall bring to the attention of the Department any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Department is not able to resolve the dispute, the Director, or designee shall resolve it.

8.19. NOTICES

8.19.1. County

Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mailbox.

The notices and envelopes containing same to County shall be addressed to:

Los Angeles County Department of Beaches and Harbors
Asset Management Division
Attn: Beach Concessions
13837 Fiji Way
Marina del Rey, CA 90292

8.19.2. Contractor

The notices and envelopes containing same to Contractor shall be addressed to the name and address as shown on page "Summary License Provisions".

Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this License.

In the event of suspension or termination of this License, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to License or County.

8.20. PUBLIC RECORDS ACT

8.20.1. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to the Appendix B-Statement of Work and Additional Contract Provisions, Paragraph 3.0 "Accounting Records (Retention/Inspection)"; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records.

8.20.2. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," to the foregoing "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.20.3. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in such action or liability arising under the Public Records Act.

8.21. SALES PROCEEDS, COUNTY'S NON-RESPONSIBILITY FOR

The Licensee represents it has made its own determinations for the profitability and viability of the Concession herein, including without limitation traffic counts of possible patrons and previous sales history, if any, and has not relied on any representations made by the County or its staff or representatives. The County assumes no liability for any sales losses whatsoever caused by the reduction of its staff or public clientele, damages to the Premises, relocation of patron traffic and access, boycotts, strikes, relocation of Premises, or any other reason whatsoever.

8.22. SECURITY DEPOSIT

8.22.1. Prior to the commencement of the License Term, the Licensee shall pay to the County's Department of Beaches and Harbors an amount that shall be equal to thirty percent (30%) of the annual rent for the first License Year. In lieu of payment, the Licensee may deposit this amount in a bank, the deposits of which are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan, the deposits of which are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided that a certificate of deposit is delivered to the Director giving the County the sole right to withdraw any or all of said amount during the License Term and provided further that upon expiration of the then existing certificate of deposit, Licensee shall on or prior to the expiration of the then existing certificate of deposit deliver to the Director evidence satisfactory to Director of a new certificate of deposits. The Licensee shall be entitled to any and all interest accruing from the certificate of deposit.

8.22.2. The Security Deposit shall serve as security for the faithful performance of all covenants, promises and conditions assumed by Concessionaire herein, and may be applied in satisfaction or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments, liquidated damages, correction of maintenance deficiencies, loss of revenue due to abandonment, vacation or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations, completion of construction and payment of mechanic's liens. Application of amounts on deposit in satisfaction or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.

8.22.3. In the event any or all of the Security Deposit is applied in satisfaction or mitigation of damages, Concessionaire shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder.

8.22.4. The Security Deposit shall be returned to Concessionaire upon termination of this Contract, less any amounts that may be withheld there from by the County as heretofore provided.

8.23. SEVERABILITY

If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

8.24. SUB-CONTRACTING

Notwithstanding any reference to sub-contracting found in other sections of this Contract, the requirements of this Contract may not be sub-contracted. Any attempt by the Concessionaire to subcontract may be deemed a material breach of this Contract.

8.25. SURRENDER

Upon expiration of the term hereof, or cancellation thereof as herein provided, Concessionaire shall peaceably vacate the Concession Premises and any and all improvements located thereon and deliver up the same to County in a clean condition.

8.26. TAXES AND ASSESSMENTS

8.26.1. The property described herein shall be subject to possessory interest taxation or assessment thereon, and in the event thereof, Concessionaire shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Concession Premises and any improvements located thereon.

8.26.2. Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used thereon.

8.27. TRANSFERS

8.27.1. Licensee shall not, without written consent of the Director, assign, hypothecate, or mortgage this Contract or lease or license any portion of the Concession Premises. Any attempted assignment, sale, hypothecation, mortgage, lease, license or transfer (collectively "transfer") without the consent of the Director shall render this Contract terminable by County as set forth in Subparagraphs 8.1, "Assignment and

Delegation". In the event the Director approves the transfer of this Agreement within the first thirty-six (36) months of its term, Licensee shall pay the County an administrative fee equal to ten percent (10%) of the sales price or other consideration given for the interest transferred.

8.27.2. Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Licensee shall be binding upon any transferee thereof.

8.27.3. The Licensee shall not be transferable by testamentary disposition of the state laws of interstate succession, as the rights, privileges, and use conferred by this Contract shall terminate prior to the date for expiration thereof in the event of the death of Concessionaire occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Licensee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Licensee, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.

8.27.4. Shareholders or partners of Licensee may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give control of Concessionaire to any persons, corporations, partnership or legal entity other than those with the controlling interest at the time of the execution of this Agreement, Director's approval thereof shall be required. Consent to any such transfer shall be refused if the Director finds that the transferee is lacking in experience, financial ability to conduct the Concession, the proposed sale is an attempt to circumvent Subparagraph 8.27.1 above, or for other just cause as determined by the Director.

8.28. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.29. WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.30. ENTIRE AGREEMENT

8.30.1. This document and the Exhibits and Attachments attached hereto constitute the entire agreement between the County and Licensee for the Authorized Activity at the Premises contemplated hereby. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, the terms, conditions, promises and covenants relating to the Concession Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this

Contract shall not render the other provisions thereof unenforceable, invalid or illegal.

8.30.2. This Contract may be modified only by further written agreement between the parties hereto.

8.31. INTERPRETATION

Unless the context of this Contract clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive and (iv) "includes" and "including" are not limiting.

9.0 TERMINATION

9.1. CONVENIENCE

9.1.1. Performance of services under this Contract may be terminated by County in whole or in part when such action is deemed by the Board of Supervisors to be in the County's best interest. Termination of work shall be effected by delivery to Contractor of a thirty (30) calendar day prior written "Notice of Termination" specifying the extent to which the performance of work is to be terminated and the date upon which such termination becomes effective.

9.1.2. After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as has not been terminated by such notice.

9.1.3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with the Appendix B-Statement of Work and Additional Contract Provisions, Paragraph 3.0, "Accounting Records (Retention/Inspection)".

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof on, the day and year first above written.

CONTRACTOR:

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Principal Deputy County Counsel

**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
BURTON CHACE PARK**

APPENDIX B

STATEMENT OF WORK AND ADDITIONAL CONTRACT PROVISIONS

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December, 2008
v. 12-18-08

**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
BURTON CHACE PARK**

APPENDIX B

STATEMENT OF WORK AND ADDITIONAL CONTRACT PROVISIONS

1.0 SCOPE OF WORK

- 1.1.** The Licensee shall provide concession services at County of Los Angeles owned and operated beaches and Burton Chace Park, located in Marina del Rey. Licensee shall provide concession services (Authorized Activity) as specified in the License Agreement. Authorized Activities are as follows: Mobile Food, Concession Stand, Bike and Skate Rentals, Hang Gliding, or Beach Merchandise Sales and Rentals. The Licensee shall also pay annual rent over the License Term. The County shall provide Concessionaire the right to conduct the Authorized Activity within the Concession Premises, as defined in License Agreement.
- 1.2.** County of Los Angeles owned and operated beaches are located along 31 miles of non-contiguous coastline. Los Angeles County beaches are a vacation destination, and attract millions of visitors each year. Burton Chace Park, located in Marina del Rey is the largest small craft harbor in the United States. It is the home of the County of Los Angeles Summer Concert Series, which has seen a significant increase in attendance since its inception.
- 1.3.** The Licensee shall conduct an effective and successful concession services operation ("Concessions") to achieve/deliver the following:
- 1.3.1.** Prepare and serve quality food for visitors to County owned and operated beaches and Burton Chace Park at reasonable prices during the designated days and hours of operation;
 - 1.3.2.** Maintain consistently acceptable standards of health and cleanliness for all its staff;
 - 1.3.3.** Maintain clean and sanitary concession facilities, particularly in areas utilized in the preparation of food services;
 - 1.3.4.** Use County furnished resources in a prudent and efficient manner;
 - 1.3.5.** Maintain safe and serviceable equipment utilized for concession services to include: hang gliding, bike and skate, and beach merchandise sales and rentals; and
 - 1.3.6.** Comply with Contract provisions and submit noted records and reports in a timely manner.

2.0 CONCESSION PREMISES

Refer to Appendix C-Attachments, "Concession Premises".

2.1. Construction By County Affecting Premises

- 2.1.1.** In the event County shall construct or cause to be constructed a new facility for the Concession, this License shall continue in full force and effect, except that the payment to be made by Licensee will be abated and/or relief afforded to the extent that the County may determine the construction activity interferes with the Concession. In order for rent abatements to be considered, construction activity must cause substantial interference with continuous operation of the Premises and must prevent Licensee from conducting the Authorized Activity. Abatements will not be granted for construction activity which does not cause substantial interference with continuous operation of the Concession Premises, which includes, but is not limited to: maintenance or repair of the Premises which does not result in a shut down in excess of fourteen (14) days; road maintenance (repair and/or replacement), construction of facilities or premises adjacent and or near Concession Premises, or capital improvements of other premises or facilities. Abatement claims must be presented in writing, along with documentation or evidence that construction interferes with the Authorized Activity. All claims must be filed with the Department within ninety (90) days of the commencement of the construction. Department Staff may review all abatement claims, subject to approval by the Director.
- 2.1.2.** Licensee agrees to cooperate with County in the event the construction affects the Concession Premises by vacating and removing from the Premises all items of inventory, trade fixtures, portable buildings, equipment and furnishings for such periods as are required by the construction of the new facilities. Licensee/Concessionaire further agrees to cooperate in the determination of the abatement or other relief to be provided by furnishing all information requested relative to the Concession and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 2.1.3.** The aforementioned provisions of this section shall also be applicable in the event of performance of work on the Concession Premises requires a partial or total closure thereof, except that the abatement or other relief to be provided shall be based upon the extent the County may determine that the reduction in the public's use of the facility due to the partial or total closure thereof, has affected the Concession.
- 2.1.4.** Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Concession Premises and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may be made available hereinafter under the laws and statutes of this state.
- 2.2. Destruction of Concession Premises**
- 2.2.1.** In the event the Concession Premises shall be totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder, casualty, County shall either restore the Premises or terminate this License.
- 2.2.2.** Should the County elect to restore the Premises, this License shall continue in full force and effect except that the payments to be made by Licensee shall be abated or other relief afforded to the extent that the County may determine the damage or restoration interferes with the Concession.
- 2.2.3.** Licensee agrees to cooperate with County in the restoration of the Concession Premises by vacating and removing there from all items of inventory, trade

fixture, portable buildings, equipment and furnishings for such periods as are required for the restoration thereof. Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested related to the Concession, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

2.2.4. The aforesaid provisions of Subparagraph 2.2 shall also be applicable to a total or partial destruction of the Facility by the aforementioned causes, except that the relief to be provided shall be based upon the extent the County may determine that the reduction in the public's use of the Facility, due to the partial or total closure thereof, has affected the Concession.

2.2.5. Licensee agrees to accept the remedy heretofore provided in the event of a destruction of the Concession Premises, and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may hereinafter be made available under the laws and statutes of this state.

2.3. Licenses, Permits, Registration and Certificates

Licensee shall obtain and maintain in effect during the term of the Contract, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this License, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

2.4. Right of Entry

2.4.1. Any officer or employee of the County may enter upon the Concession Premises at any time without prior notice for the purpose of determining whether or not Licensee is complying with the terms and conditions thereof, or for any other purpose incidental to the rights of the County.

2.4.2. In the event of an abandonment, vacation or discontinuance of Concession operations for a period in excess of 48 hours, Licensee hereby irrevocably appoints the County as an agent for continuing operation of the Concession granted herein, and in connection therewith authorizes the officers and employees thereof to: (1) take possession of the Concession Premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on the Premises and place any such property in storage for the account of and at the expense of Licensee; (3) sublease or license the Premises; and (4) after payment of all expenses of such subleasing or licensing, apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this License.

2.4.3. Entry by the officers and employees of the County upon the Concession Premises for the purpose or exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.

3.0 ACCOUNTING RECORDS (Retention / Inspection)

3.1. Licensee shall be required to maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursement of Licensee in connection with the Concession. The method of accounting, including bank accounts established for the Concession, shall be separate

from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. All documents, books, and accounting records relating to the conduct of the Authorized Activity from the Premises shall be open for inspection and re-inspection by the County at any reasonable time during the License term (2009-2014) and for twelve (12) months thereafter (2015), unless County gives written permission to dispose of any such material prior to such time. All such material shall be maintained by Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Licensee shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, and copy or transcribe such material at such other location. In addition, the County may from time to time conduct an audit of these records and observe the conduct of the Authorized Activity on the Premises so that the accuracy of the records can be confirmed. All information obtained in connection with the County's inspections or audit shall be treated as confidential information and exempt from public disclosure, to the extent allowed by law. The County shall not be liable or responsible for the disclosure of any such records, including those marked trade secrets, confidential, or proprietary, unless such disclosure is required under the California Public Records Act, as determined by County Counsel or a court of competent jurisdiction. Such records may include:

- 3.1.1. Regular books of accounting such as general ledgers;
 - 3.1.2. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc;
 - 3.1.3. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by the County;
 - 3.1.4. Cash register tapes (daily tapes may be separated) but shall be retained so that from day to day the sales can be identified; and
 - 3.1.5. Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.
- 3.2. All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in any event, be reset, and in addition thereto, a tape located within the register on which transaction number and sales details are imprinted. Beginning and ending cash registers readings shall be made a matter of daily record. If requested by the County, the County shall be furnished and retain all the reset keys for the cash registers.
- 3.3. The Licensee shall submit a written statement to the Director reflecting the Licensee's profit and loss from the conduct of the Authorized Activity from the Premises, as of the close of business on November 30 and May 31, for each Contract Year 2009 to 2013, and as of the close of business on November 30 and March 31, for the Contract Year 2014.

4.0 ADVERTISING AND PROMOTIONAL PRODUCTS

Licensee/Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from the Director. Said approval shall not be unreasonably withheld or delayed and shall be

deemed to be given if no objection is made within thirty (30) days following the request for approval. The Director's approval shall be deemed reasonably withheld if the content and use of the marketing literature in the manner proposed by the Licensee would constitute a breach of any marketing contract they may have been entered into by the County as part of County marketing and advertising program described in Subparagraph 4.1. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials.

4.1. County Marketing and Advertising Program

- 4.1.1.** The licensee acknowledges that the Board of Supervisors has an established advertising program designed to promote additional revenue for the County, and the Licensee agrees to cooperate in this program in the manner described in Subparagraphs 4.1.2, 4.1.3 and 4.1.4 without compensation from the County for such cooperation.
- 4.1.2.** The Licensee agrees to place on the Premises any advertising that the Director approves under this program. Any advertising approved by the director under this program shall be placed at County's cost.
- 4.1.3.** The Licensee agrees to rent or sell, along with all other items of merchandise that are part of the Licensee's normal and customary inventory, any item of merchandise that the Director approves under this program, provided that Licensee is authorized to sell it under the terms of the License.
- 4.1.4.** The Licensee agrees that through the County advertising program, merchandise or beverages may be sold or given away on any area more than two hundred (200) feet from the Premises.
- 4.1.5.** The Licensee agrees to cooperate with the County in any exclusive marketing sponsorship agreement the County presently has or may enter into in the future with a beverage company; by exclusively selling on or from the Premises only those beverage brands that are approved by the Director. The exclusive beverage company sponsor would be required by the County to provide its beverages to the Licensee at a competitive price. All advertising on or about the Premises, including without limitation that which is contained on customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) must not carry any depictions, logos or wording that represents in any way (as determined by the Director) another beverage company other than the exclusive beverage company sponsor selected by the County. The Licensee must use any customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) as provided by the exclusive beverage company sponsor and approved by the Director as long as such items are either provided free of charge or at a competitive price. The Licensee shall comply with the terms of this Subparagraph 4.1 upon 30-day written notice being given to the Licensee from the Director.

5.0 COMPLAINTS

Licensee/Concessionaire shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within thirty (30) business days after License effective date, the Licensee shall provide the County with the written policy for receiving, investigating and responding to patron complaints.

- 5.1. The Department will review the Licensee's policy and provide the Concessionaire with approval of said plan or requested changes.
- 5.2. If the Department requests changes in the Licensee's policy, the Concessionaire shall make such changes and resubmit the plan within five (5) business days.
- 5.3. If, at any time, the Licensee wishes to change the Concessionaire's policy, the Concessionaire shall submit proposed changes to the Department for approval before implementation.
- 5.4. The Licensee shall preliminarily investigate all complaints and notify the Department of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to format plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the Department within three (3) business days of mailing to the complainant.

6.0 COMPLIANCE WITH APPLICABLE LAWS

6.1. Federal, State, and Local Laws

- 6.1.1. The Licensee shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in the License are hereby incorporated herein by reference.
- 6.1.2. Licensee shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Licensee or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

6.2. ADA Accommodations

- 6.2.1. Licensee shall require each employee to provide reasonable assistance, upon request, to individuals with disabilities.
- 6.2.2. Licensee shall maintain clear paths of travel at least thirty-six (36) inches wide within the Concession Premises and keep them clear to the extent that can be done without moving any fixed equipment (such as refrigerators, freezers, counters, cash registers, or soda machines) or removing any portable equipment or furniture such as portable refrigerators, freezers or display racks.

7.0 CONCESSIONAIRE'S STAFF AND EMPLOYMENT PRACTICES

7.1. Facility Rules and Regulations

- 7.1.1. Licensee employees or agents are subject to the Concession Premises rules, regulations, and procedures, including, but not limited to entry and exit procedures, emergency procedures, and appropriate contacts with customers.

It is the responsibility of the Licensee to instruct its staff on the rules, regulations, and procedures applicable to the Concession Premises and to maintain records of such instruction. The Licensee shall take immediate corrective action upon receipt of written and/or verbal notice from the County that:

- 7.1.1.1. An employee of Licensee has violated such rules or regulations, or
- 7.1.1.2. Such employee's actions may adversely affect the delivery of services. In the event the County determines the corrective action taken by Licensee/Concessionaire is not sufficient, the Licensee shall remove or suspend such employee from the provisions of services hereunder or take such other action as requested by the County.
- 7.1.2. Licensee's employees may not bring visitors into the Concession Premises, nor may they bring in any type of weapons or unlawful goods.
- 7.1.3. The County shall have the right to inspect any packages, purses, bags or other containers or items carried into or out of the County facility. The Licensee shall notify its employees of this requirement.
- 7.1.4. The use or possession of alcoholic beverages or illegal drugs by Concessionaire staff while at County facilities is strictly forbidden. Any violation shall be cause for immediate removal of the offenders from further work at the facility.
- 7.1.5. Smoking is prohibited in County buildings and is restricted to appropriate outside areas.

7.2. Staffing Resources – Level/Experience

- 7.2.1. Licensee shall maintain an adequate and proper staff. The County may, at any time, give Licensee written notice of the fact that the conduct or actions of a designated employee of Concessionaire is, in the reasonable belief of the County, detrimental to the interests of the public patronizing the Concession Premises. Licensee will meet with representatives of the County to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstances to assure the County that the conduct and activities of Concessionaire's employee will not be detrimental to the interest of the public patronizing the Concession Premises.
- 7.2.2. Licensee shall, if not acting personally, designate one member of the staff as the Concession Manager with whom County may deal on a daily basis. Any person selected by Concessionaire as Concession Manager shall be skilled in the management of business similar to the Concession and shall be subject to the approval by the County. The Concession Manager shall be fully acquainted with the Concession, familiar with the terms and conditions prescribed therefore by the License Agreement; and authorized to act in the day-to-day operation thereof. They also shall devote substantial time and attention to conducting the Authorized Activity from the Premises.
- 7.2.3. Persons employed by Concessionaire under the License Agreement shall be competent, trustworthy and well qualified for their work.
- 7.2.4. Licensee shall submit to the County a roster of employees who are required to enter Concession Premises. The roster and employee records shall be kept current and contain the employee's name, date of latest health exam and any doctor's statements, as well as additional data on background, behavior or job performance pertinent to the provisions of the License.

7.2.5. Concession employees who interface with County personnel and the public must speak English fluently. All Concession employees shall meet the Contract requirements identified in Appendix A-Sample Concession License Agreement, Subparagraph 8.7, "Employment Eligibility Verification".

7.2.6. Licensee shall collect and provide information to the County upon request including, but not limited to:

7.2.6.1. An annual report evaluating the quality, effectiveness, safety, and appropriateness of all services under any resultant contract; and

7.2.6.2. Such additional reports which the County determines are reasonably necessary.

7.3. Health and Safety

Licensee shall meet all federal, state and local health and safety regulations and provide appropriate documentation to County upon request.

8.0 DAYS AND HOURS OF OPERATION

The Licensee shall engage in the Authorized Activity from the Premises every day from Memorial Day Weekend (except for the commencement year for which the Authorized Activity shall start on June 1, 2009), through Labor Day Weekend of each year during the License Term, except when a condition exists which is beyond the control of the Licensee, including but not limited to fire, earthquake, flood, storm, war, riot or insurrection, or other similar event that prevents the Licensee from engaging in the Authorized Activity from the Premises. **The minimum daily hours of operation during this period of time shall be from 10 A.M. to 5 P.M.** Director shall have the right to change the mandatory operational days and hours as Director deems appropriate. Department staff will conduct periodic checks to ensure that Licensees are in compliance with days and hours of operation guidelines. Failure to comply with minimum daily hours of operation requirement shall be considered an event of default under the License Agreement.

9.0 DISORDERLY PERSONS

Licensee agrees not to allow any loud, boisterous or disorderly persons to loiter about the Concession Premises.

10.0 EASEMENTS

County reserves the right to establish, grant or utilize easements or right of way over, under, along and across the Concession Premises for utilities and/or public access provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Licensee of the use of a portion of the Concession Premises, an abatement of payments shall be provided in an amount proportional to the total area of the Premises in the before and after conditions.

11.0 HABITATION

The Concession Premises shall not be used for human habitation.

12.0 ILLEGAL ACTIVITIES

Licensee shall not permit any illegal activities to be conducted upon the Concession Premises.

13.0 MAINTENANCE / DEMAND FOR REIMBURSEMENT

- 13.1.** Licensee at its own cost and expense is responsible for maintaining the Premises, all appurtenant structures, and other improvements in, on or about the Premises, including and without limitation, and nay and all trade fixtures whether they are furnished by the Licensee or County, in good working condition or repair, and for correcting any unsafe conditions. In addition to the foregoing general requirement, Licensee shall perform any and all repairs required for the maintenance of the Premises in compliance with all laws applicable thereto; replace broken window glass; replace interior lights; repair plumbing and lighting fixtures; repair flooring; and replace broken or damaged doors caused by Concessionaire, its agents and/or employees in the course of the License Agreement. Additionally, Licensee shall be responsible for repairing damage to the exterior of the Facility caused by malicious mischief, vandalism or burglary of the Premises. All maintenance and repair obligations set forth herein shall be commenced within thirty (30) days of the need thereof and diligently prosecuted to completion, except where the state of disrepair is such that an emergency or hazard is created thereby, in which event there shall be an immediate correction thereof.
- 13.2.** County may cure the default of the Licensee with respect to the maintenance and repair obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement from Licensee for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between County and Licensee upon the nature and scope of the work to be performed and the costs to be incurred thereby.
- 13.3.** Any demand of County for reimbursement pursuant to this Paragraph 13.0 shall be satisfied by Licensee through payment of the sums deposited with County as a Security Deposit pursuant to the License Agreement, if the amount of the repairs is substantially greater than the security deposit, Licensee will remit prompt payment, within thirty (30) days of the completion of the work to the County.

14.0 INVENTORY AND MERCHANDISE, MENU, PRICING AND POSTING, PAYMENT, AMENDMENTS

14.1. Inventory and Merchandise

- 14.1.1.** Licensee shall pay for an adequate inventory of merchandise, goods, supplies, and food to meet the needs of the public for the items that may be sold from the Premises. All food and beverages sold or kept for sale by Licensee shall be first-class in quality (see Paragraph 17, "Quality of Goods and Services – Removal", wholesome and pure, and shall conform to Federal, State and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Licensee.
- 14.1.2.** The Licensee shall remove or withdraw from sale any item of merchandise that may be found objectionable to the public, as determined by the Director, immediately following receipt from the Director of written notice for its removal.
- 14.1.3.** Merchandise kept on hand by Licensee shall be stored and handled with due regard for sanitation and safety.

14.1.4. Licensee is responsible for the daily upkeep of the Concession Premises, including any walls facing or common to Concession services work areas below six (6) feet in height. Such areas shall be kept clean and in a sanitary condition to preclude any infestation by vermin.

14.1.5. All food items shall be delivered or served within temperature ranges established by industry standards and applicable health and safety rules and regulations.

14.2. Menu - Selection (Food Products) and Removal

The menu, attached hereto and marked Appendix D-Attachments, "Pricing Sheet", is to be prepared and provided by Licensee.

The Department may request Licensee to change or remove a type of food product (merchandise) sold from the Concession. Upon receipt of notice requesting such change, Licensee shall make the requested change within twenty-four (24) hours of receipt thereof.

14.3. Pricing and Posting

Licensee shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Concession Premises. Prices shall be fair and reasonable based upon the following considerations:

- That the concession is intended to serve the needs of the public and employees for the goods and/or services supplied at a fair and reasonable cost;
- Comparability with prices charged for similar goods and/or services supplied in the surrounding area to the Concession Premises, prices may vary based on location; and,
- A reasonableness of profit margin in view of the cost of engaging in the Authorized Activity from the Premises in accordance with the obligations assumed in the License.

In the event the County notifies Licensee that prices being charged are not fair and reasonable, Licensee shall have the right to confer with the Director and justify such prices. Following reasonable conference and consultation thereon, Licensee shall make such price adjustments as may be ordered by the Director. If appealing the Director's decision, Licensee shall comply with the price adjustment ordered by the Director pending the appeal and final ruling by the Board.

Prices for each item sold from the Concession shall be conspicuously displayed to the satisfaction of the County.

14.4. Payment – Point of Sale Machines

Concessionaire shall provide a Point of Sale Machine (POS) to facilitate payment by its customers. Cash back restrictions, if any, shall be at the discretion of the Concessionaire.

15.0 NON-INTERFERENCE

Licensee shall not interfere with the public use of the public facilities where the Concession is located.

16.0 PROGRAMMED EVENTS

Licensee shall not promote or sponsor private or public events requiring the use of Concession Premises. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the Concession Premises.

17.0 QUALITY OF GOODS AND SERVICES – REMOVAL

In the event the County determines that any merchandise, and/or food products are deficient, the County shall have the right to order the improvement of the quality of any such items kept or offered for sale. Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the public or the County, following receipt of written notification thereof.

18.0 SAFETY

Licensee shall immediately correct any unsafe condition at the Concession Premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Concession Premises. Concessionaire shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Concession Premises, including a prompt report thereof to the Director.

19.0 SANITATION

- 19.1.** Licensee shall keep Premises and the area within a distance of fifty (50) feet from the Premises clean and free from offensive matter, refuse or material detrimental to the public health by sweeping, hosing, or power cleaning whenever necessary but shall in no event be less than once per day during mandatory hours of operation. The Licensee shall prevent any accumulation of matter, refuse or substance from occurring. All small equipment including, but not limited to, beverage dispensers, coffeemakers and serving equipment, tray cards, utility carts, and all large equipment, including, but not limited to, walk-in and reach-in refrigerators, steam kettles, steamers, large ovens, hoods, freezers, all icemakers, vents and warmers, etc., shall be washed and sanitized on a regularly scheduled basis by the Licensee.
- 19.2.** No offensive matter or refuse or substance, containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, shall be permitted or remain on the Concession Premises, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall, at all times, keep the kitchen, dish room, equipment and materials located thereon in good and sanitary condition and free from rubbish, refuse, food scraps, garbage, dust, dirt, flies and other insects, rodents and vermin.
- 19.3.** Licensee shall arrange for pick-up of trash and garbage from trash areas on the Concession Facility. Licensee shall furnish trash receptacles and have them emptied as frequently as necessary. Licensee shall place all trash inside of the cans and place lids in a closed position. Licensee shall be responsible for cleaning trash cans and providing trash can-liners. Licensee shall provide and pay for both a trash bin for refuse removal from the beach and a separate means of removal of cooking oil from the beach, subject to the Director's approval.
- 19.4.** All apparatus, appliances, utensils, devices, equipment and piping used by Concessionaire shall be constructed so as to facilitate the cleaning and inspection thereof and shall be thoroughly and properly cleaned after each period of use with hot

water and suitable soap, detergents and sterilizing agents and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, cutlery and other equipment of such type shall be cleaned by Licensee immediately after using the same and shall be kept clean until reused.

- 19.5. Concession floors shall be cleaned by Concessionaire of all food and beverage spilled thereon. Concessionaire shall continuously monitor and correct spills in the Concession Premises during the hours of operation.
- 19.6. Concessionaire shall provide and pay for regular fumigation service at the Concession Premises.
- 19.7. Concessionaire shall at all times maintain a letter grade rating of "B" or higher as determined by the Los Angeles County Health Department. Licensee shall at all times meet County Health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Concessionaire is responsible for keeping the Concession Premises (cafeteria, storage rooms, trash area, including any walls facing or common to Concession services work areas and other areas occupied by the Concessionaire) clean and in a sanitary condition at all times.
- 19.8. Concessionaire shall provide laundry services for hot pad, aprons, rags for cleaning, mop heads, tablecloths, napkins and dish towels.
- 19.9. Concessionaire shall provide housekeeping services for wall, ceilings, windows, sweeping, vacuuming, scrubbing and stripping the cafeteria floors and dining area of the Concession Premises. Concessionaire shall provide the equipment cleaning and other services as described herein.
- 19.10. Concessionaire shall be responsible for the scrubbing, stripping and waxing of Concession Premises floors on a quarterly basis, or more, as requested by the Department.

20.0 ENVIRONMENTAL

- 20.1. Compliance with Environmental Laws. Licensee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances on the Premises.
- 20.2. Notice of Hazardous Release. Licensee shall notify the County when it learns that Hazardous Substances have been released on the Premises.
- 20.3. Environmental Indemnification. Licensee shall indemnify, defend, and hold harmless County, its elected and appointed officers, agents and employees from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, investigation and remediation costs, attorneys fees, and legal expenses arising in whole or in part from the presence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery.

This provision shall survive the termination of this License.

- 20.4. Hazardous Substance. "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it

subject to federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

- 20.5. Hazardous Substance Condition.** "Hazardous Substance Condition" shall mean the existence on, under, or relevantly adjacent to, the Premises of a Hazardous Substance that requires remediation and/or removal and/or for it to be otherwise mitigated pursuant to applicable law.

21.0 SECURITY

21.1. Security Devices

Licensee may provide any legal devices, installations, or equipment designated for the purpose of protecting the premises from theft, burglary or vandalism, provided written approval for the installation of such devices is first approved by the Director. All purchases and installations thereof shall be at Concessionaire's expense and shall be the sole responsibility of Licensee. Concessionaire shall furnish the Department, at the Concessionaire's expense, two (2) sets of keys, keycards or other items and or codes to allow unrestricted access to the Premises by Department Staff.

21.2. Keys

Licensee shall establish and implement methods of ensuring that keys issued by the County to Concessionaire are not lost or misplaced and are not used by unauthorized persons. No keys shall be duplicated. Concessionaire shall develop procedures assuring adequate key control.

21.2.1. Concessionaire shall provide the County with a list of all personnel who have been issued keys.

21.2.2. Concessionaire shall prohibit the use of keys by any persons other than its designated employees. Concessionaire shall prohibit the opening of locked areas by its employees to permit entrance of persons other than the Concessionaire's employees engaged in the performance of assigned work in those areas.

21.2.3. Concessionaire shall immediately report any lost key to the County.

21.2.4. County may, at its sole discretion, require Concessionaire to replace locks, re-key locks, or reimburse the County for the replacement of locks or re-keying of locks if Licensee loses the keys.

22.0 SIGNS

Except as otherwise provided in Subparagraph 4.1, Licensee shall not post signs or advertising matter upon the Concession Premises or improvements thereon, unless prior approval therefore is first obtain from the Director. All purchases and installations of authorized signs or advertising shall be at Licensee's cost.

23.0 TRADE FIXTURES AND EQUIPMENT

- 23.1.** The Licensee shall provide and install all trade fixtures at its own cost. For applicable Licenses only, the County will provide, without cost to licensee, certain Trade Fixtures listed in Appendix C-Exhibits, "County Owned Fixtures and Equipment", upon delivery of the premises. Unless otherwise specified, all trade fixtures and existing equipment in and upon Concession Premises are County property and shall remain the property of the County.

- 23.2.** Concessionaire shall provide the trade fixtures and equipment as listed in Appendix C-Attachments, "Concessionaire Owned Trade Fixtures and Equipment", which shall remain the property of Concessionaire.
- 23.3.** Any additional supplies needed shall be provided by Concessionaire including items such as flatware, dishes, trays, glasses, cooking utensils, employee uniforms, condiments dispensers, and decorative items required for the proper operation of the Concession as determined by the Director.
- 23.4.** If the Contract is terminated pursuant to Appendix A-Sample Concession License Agreement, Subparagraph 9.1, "Convenience", any related equipment costs shall be processed as follows:
- 23.4.1.** Leased Equipment - the County shall pay Concessionaire all early termination charges specified in Concessionaire's equipment lease.
- 23.4.2.** Purchased Equipment - the County shall pay Concessionaire the cost of such equipment less accumulated depreciation.
- 24.0 UTILITIES**
- 24.1.** Licensee shall provide and pay for any necessary utilities, including but not limited to their installation and the cost for hook-up including telephone and electricity.
- 24.2.** Concessionaire shall provide telephone instruments and service for its operation. The telephone number shall be placed in the name of Concessionaire and shall not be transferable to any other location.
- 24.3.** Concessionaire waives any and all claims against County for compensation for loss of damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Concession Premises.

APPENDIX C

EXHIBITS

for

CONCESSION SERVICES

at

COUNTY OWNED AND OPERATED BEACHES

and

BURTON CHACE PARK (located in Marina del Rey)

December, 2008
v 1-20-09 JT

**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
BURTON CHACE PARK**

APPENDIX C

EXHIBITS

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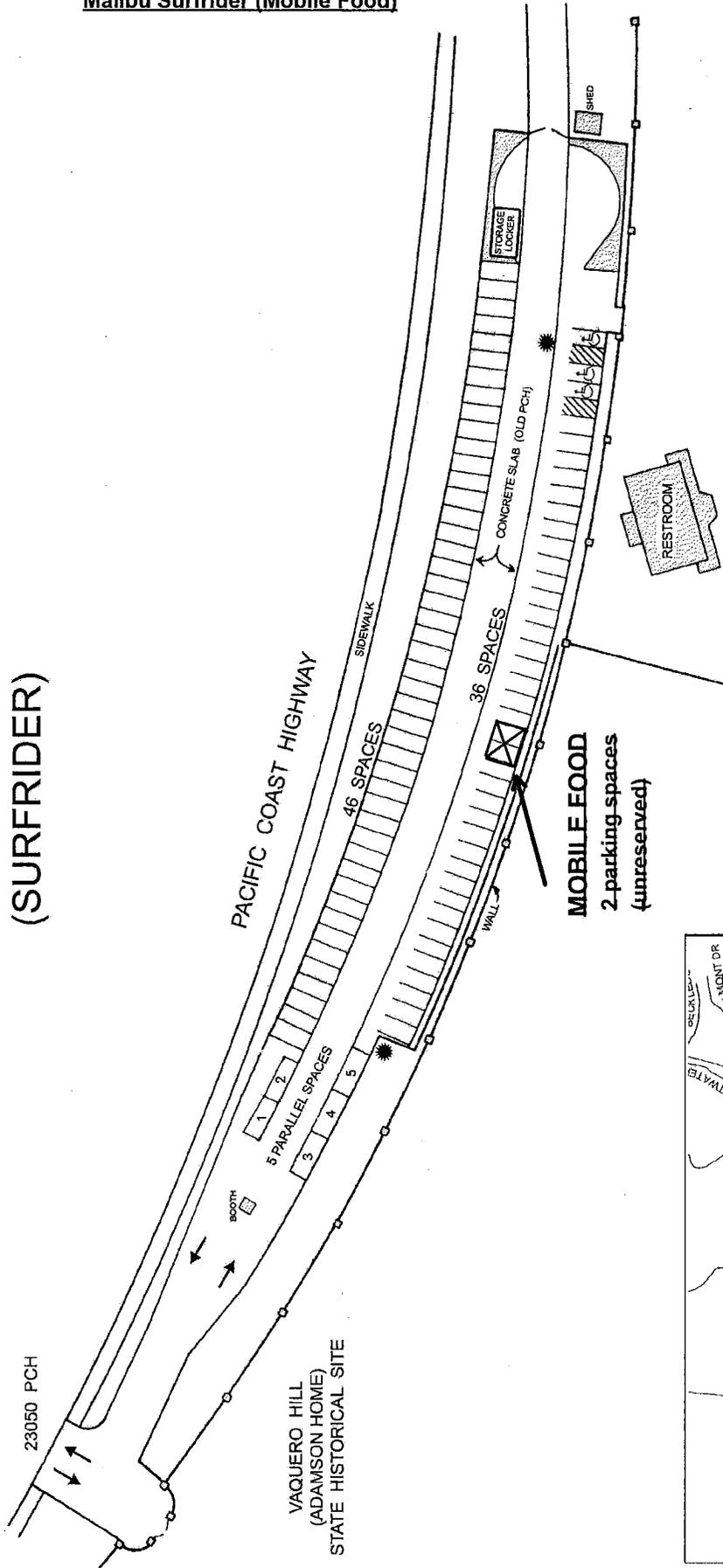
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**Exhibit - Concession Premises
Malibu Surfrider (Mobile Food)**

RFP - EXHIBITS

**MALIBU LAGOON COUNTY BEACH
(SURFRIDER)**



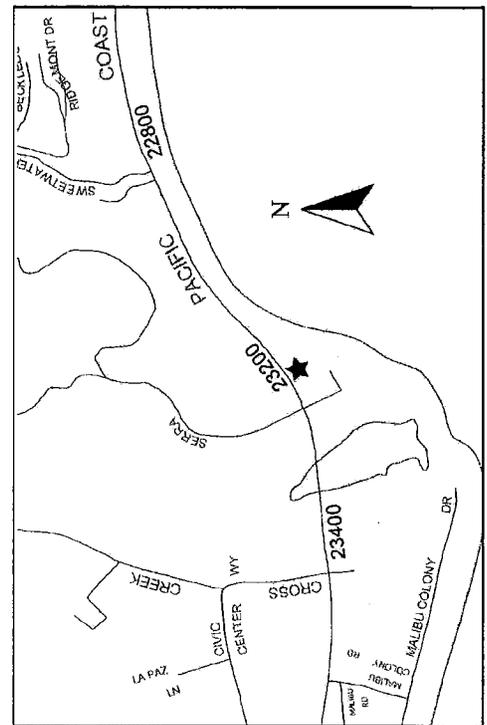
Proposed Pay and Display Machine

REGULAR SPACES	87
DISABLED	3
TOTAL	90

Map not to scale.

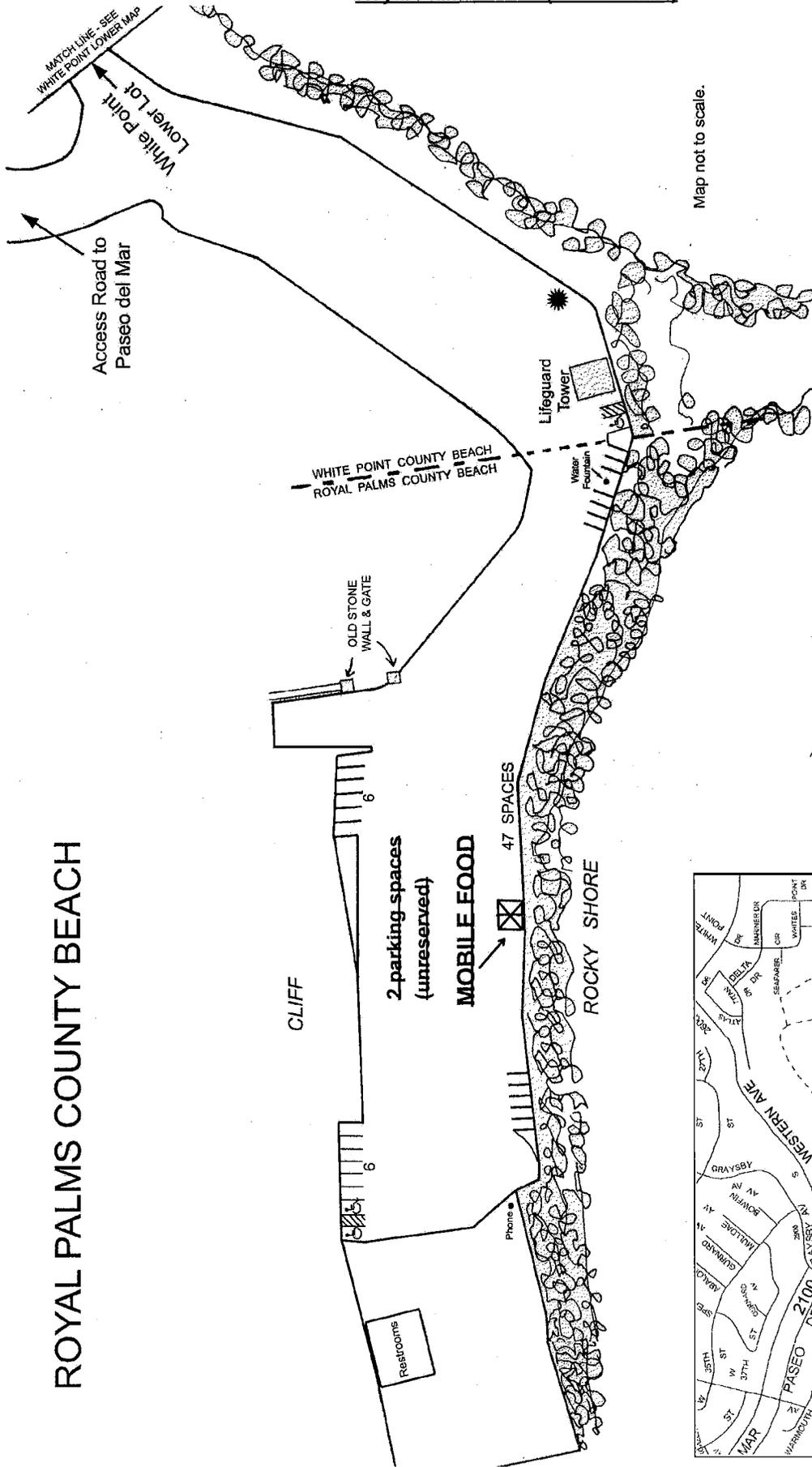
L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 5 / 2002 by CLS

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**Exhibit - Concession Premises
Royal Palms Beach (Mobile Food)**

RFP - EXHIBITS

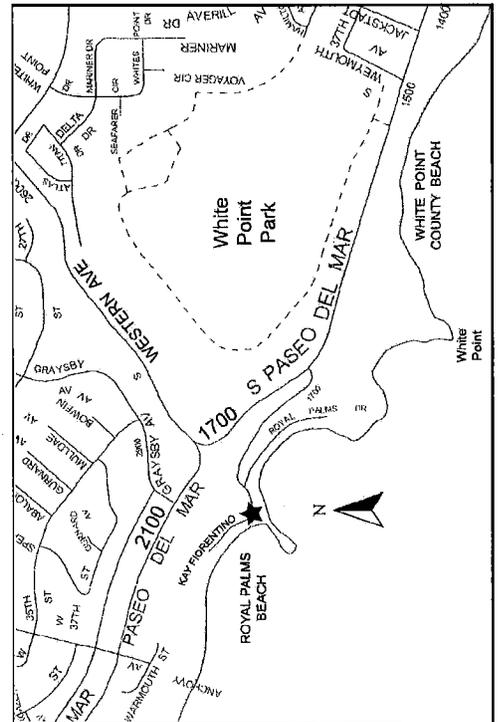


ROYAL PALMS COUNTY BEACH

☀️ Pay and Display Machine

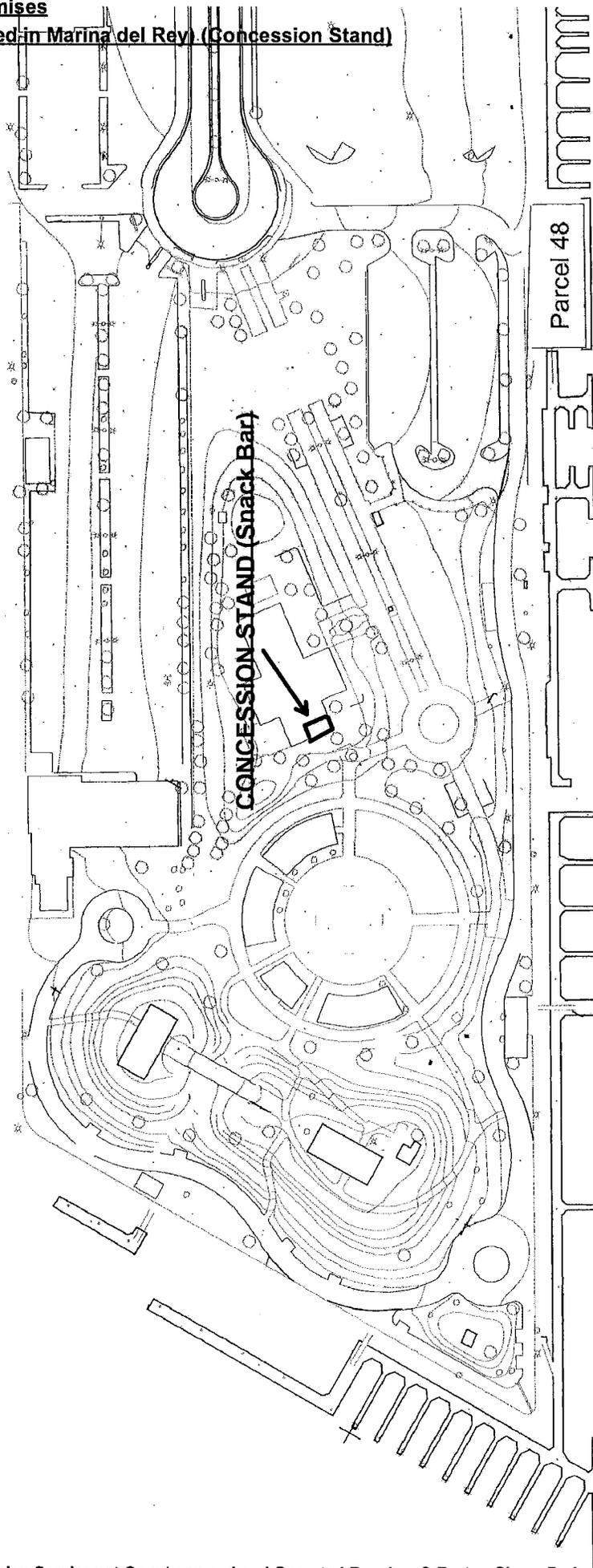
REGULAR SPACES	59
DISABLED	3
TOTAL	62

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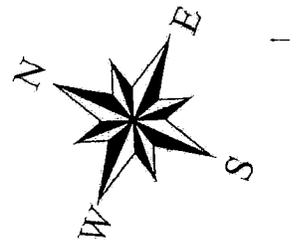


BURTON CHACE PARK (Parcel EE)

Basin G



Basin H



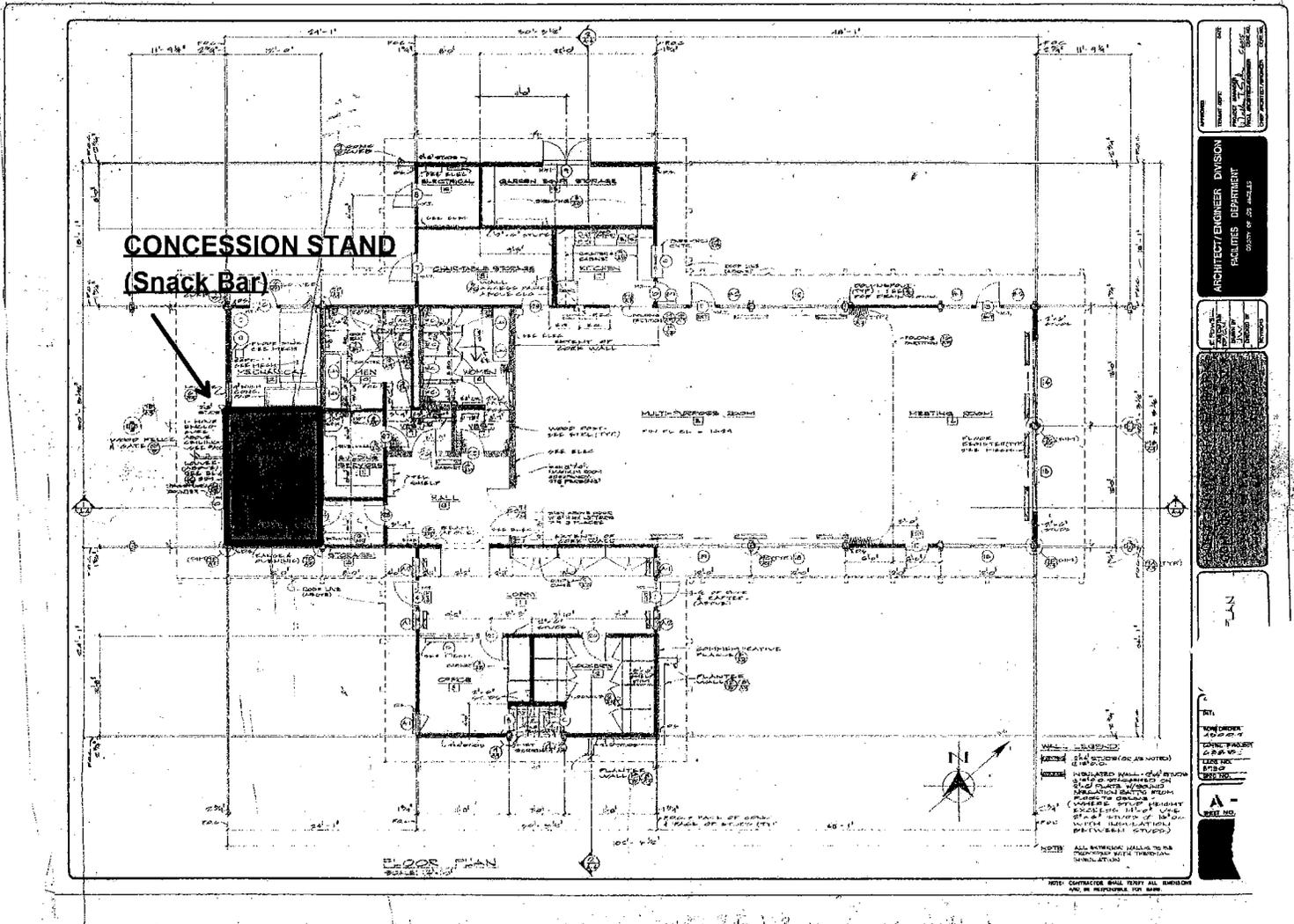
0 150 300 FEET



2002 CAD drawing by Psomas

Exhibit - Concession Premises

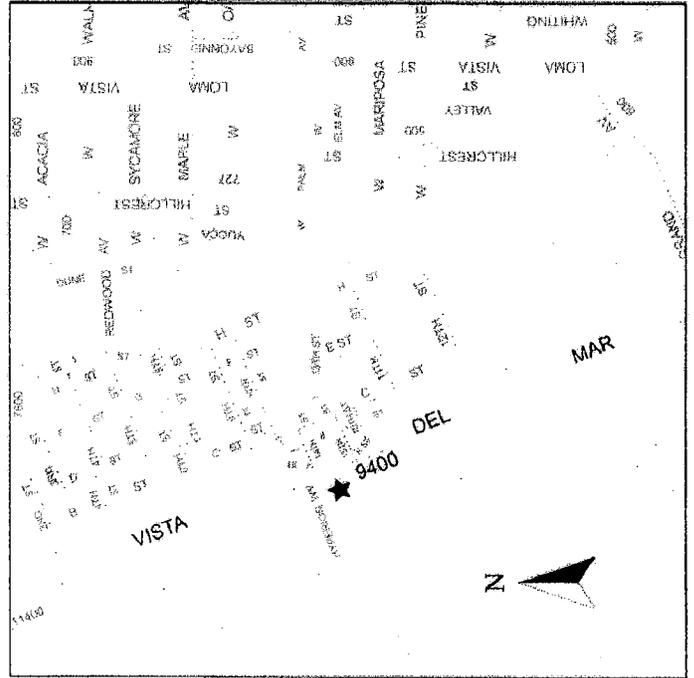
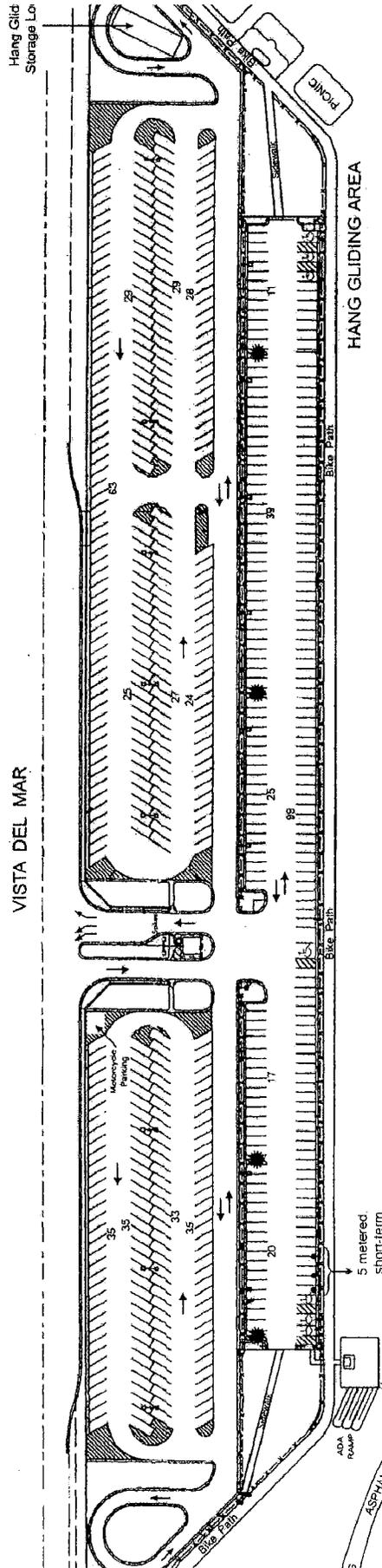
**Burton Chace Park (located in Marina del Rey) (Concession Stand)
(Interior Floor Plan Detail)**



**Exhibit - Concession Premises
Dockweiler Beach (Bluff Lot) Concession Stand**

RFP - EXHIBITS

**DOCKWEILER STATE BEACH
BLUFF PARKING LOT**



CONCESSION STAND

▲ Pay and Display Machine ● = Meter

REGULAR SPACES	576
DISABLED	7
TOTAL	583

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lap not to scale.

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MANHATTAN BEACH EL PORTO PARKING LOT*

*Not operated by Los Angeles County

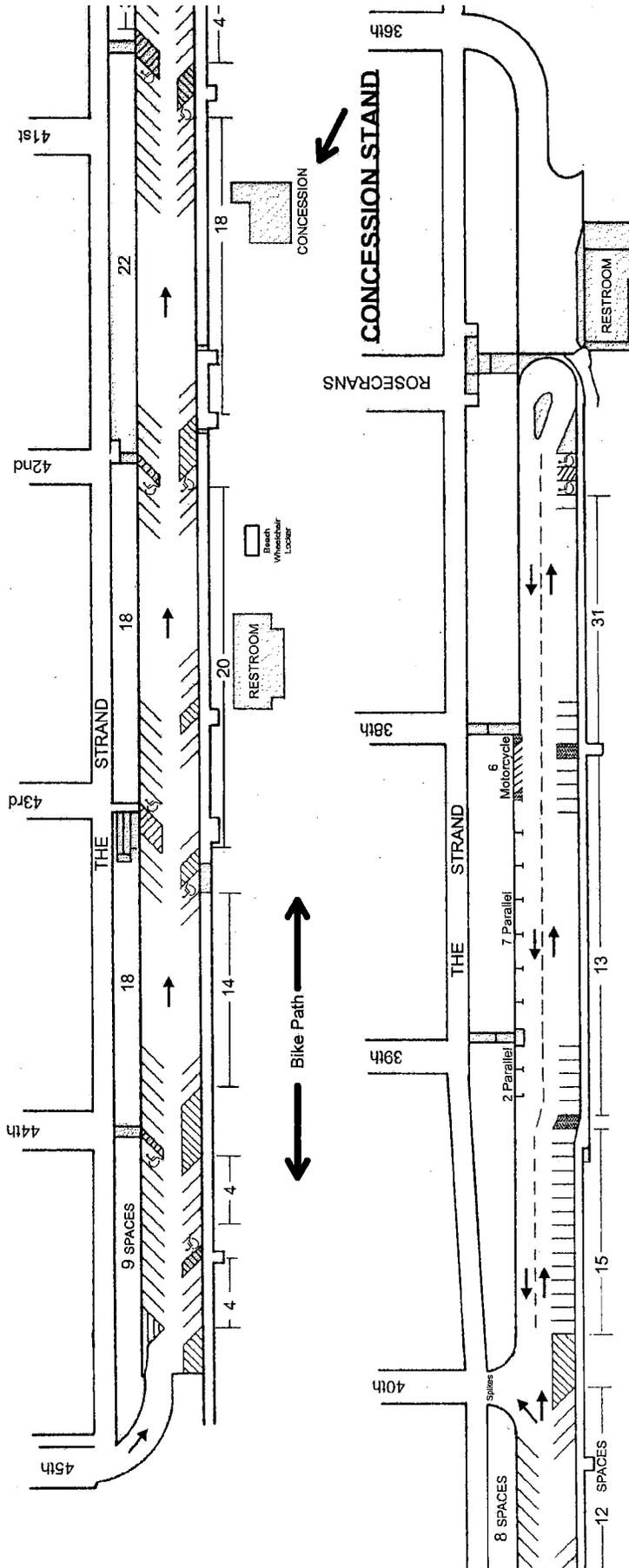


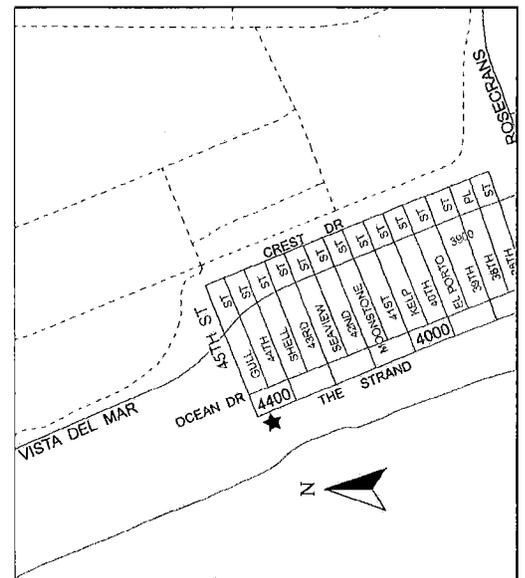
Exhibit - Concession Premises Manhattan Beach (Concession Stand)

RFP - EXHIBITS

REGULAR SPACES	22
DISABLED	1
MOTORCYCLE	23
TOTAL	23

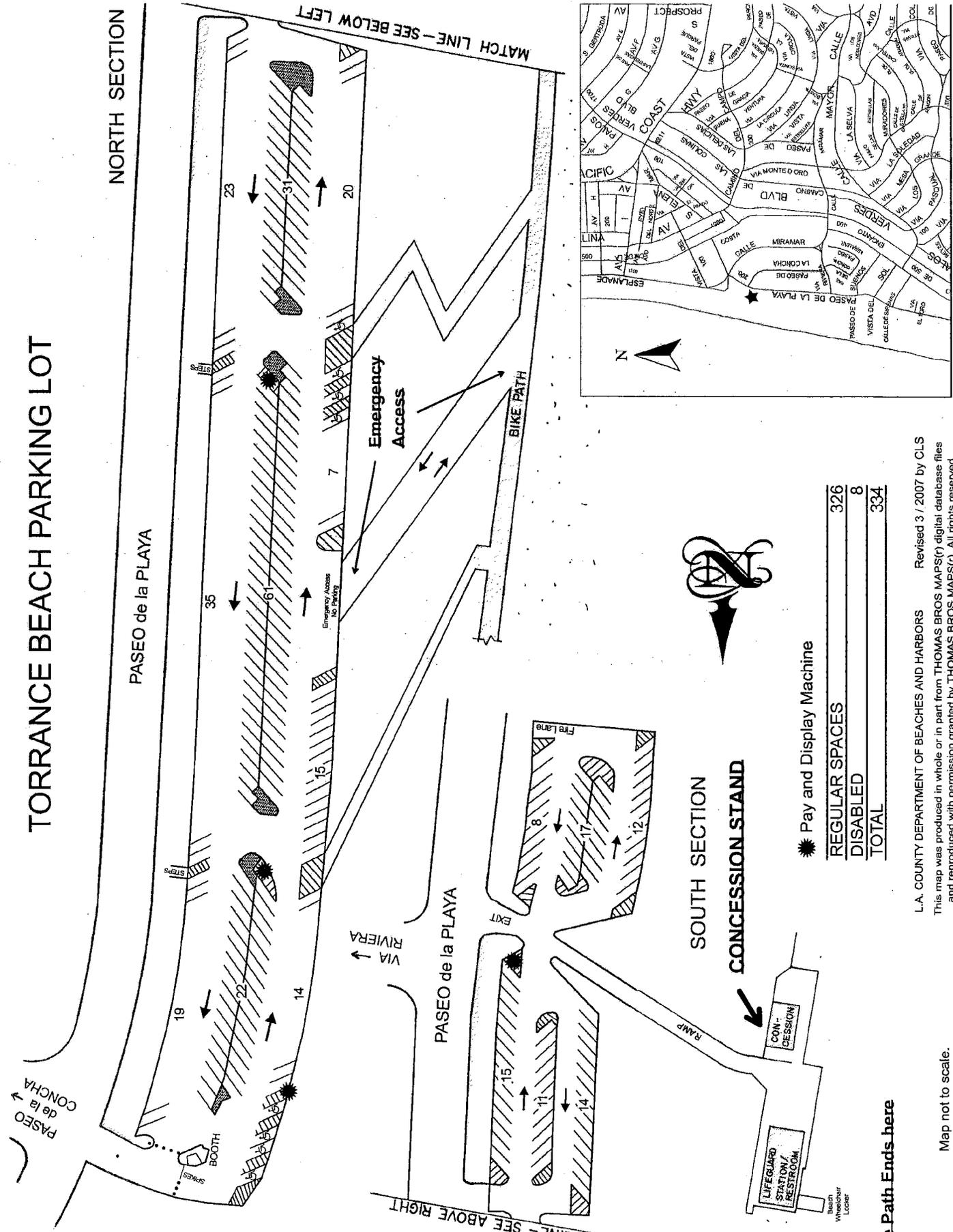
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**Exhibit - Concession Premises
Torrance Beach (Concession Stand)**

RFP - EXHIBITS



TORRANCE BEACH PARKING LOT

NORTH SECTION

PASEO de la PLAYA

MATCH LINE - SEE BELOW LEFT

Emergency Access

BIKE PATH



SOUTH SECTION

CONCESSION STAND

☀ Pay and Display Machine

REGULAR SPACES	326
DISABLED	8
TOTAL	334



Bike Path Ends here

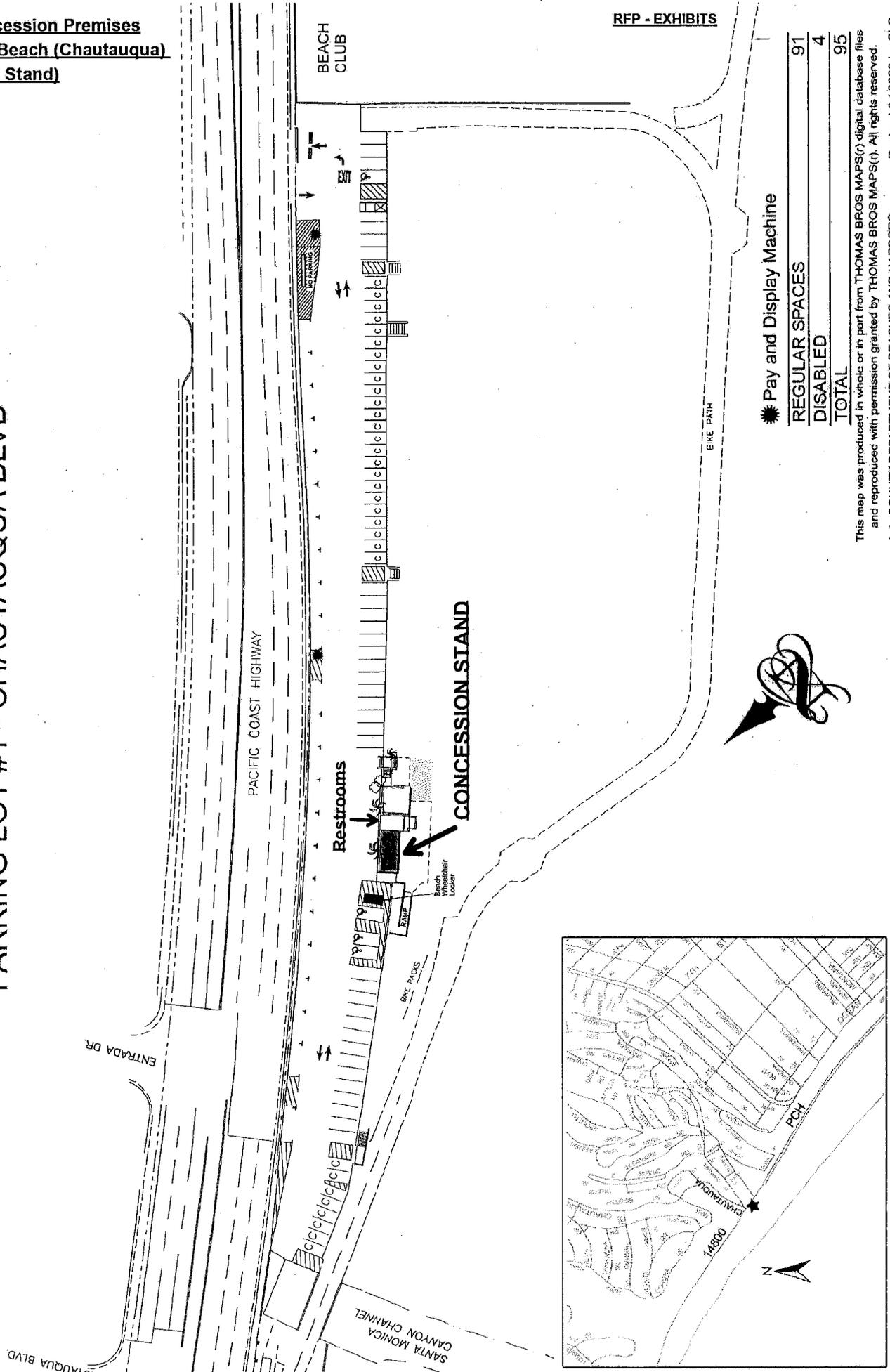
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Map not to scale.

**Exhibit-Concession Premises
Will Rogers Beach (Chautauqua)
(Concession Stand)**

RFP - EXHIBITS

**WILL ROGERS STATE BEACH
PARKING LOT #1 - CHAUTAUQUA BLVD**



☀ Pay and Display Machine

REGULAR SPACES	91
DISABLED	4
TOTAL	95

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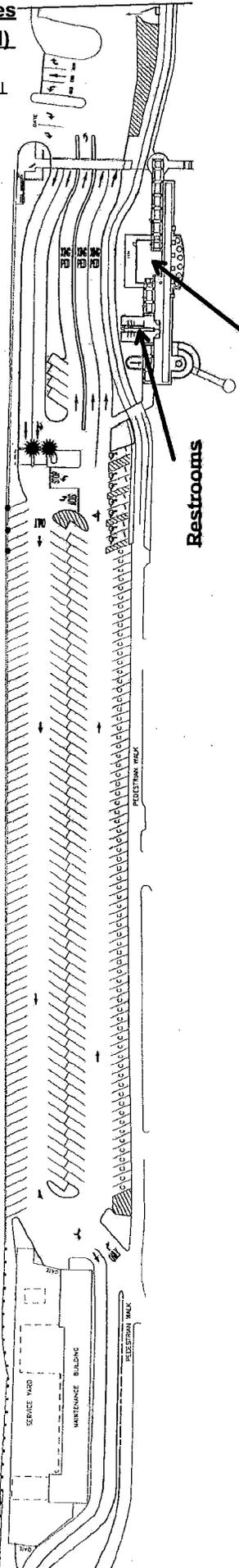
WILL ROGERS STATE BEACH PARKING LOT #3 - TEMESCAL CANYON

**Exhibit - Concession Premises
Will Rogers Beach (Temescal)
(Concession Stand)**

TEMESCAL
CANYON

MATCH LINE - SEE LOT #2W, LOWER LEFT

PACIFIC COAST HWY



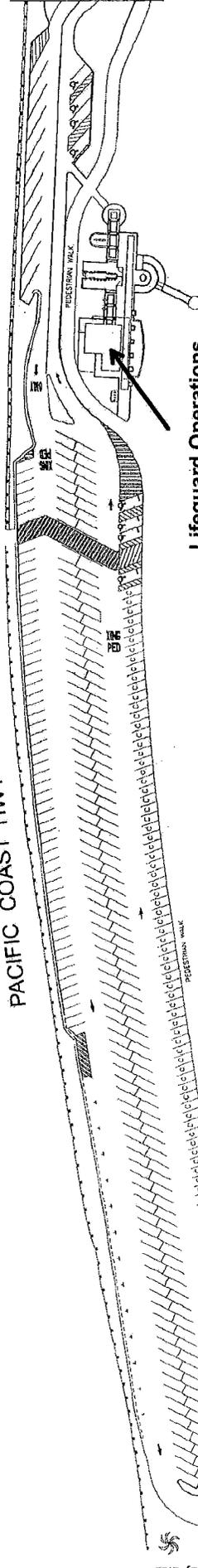
Restrooms

CONCESSION STAND

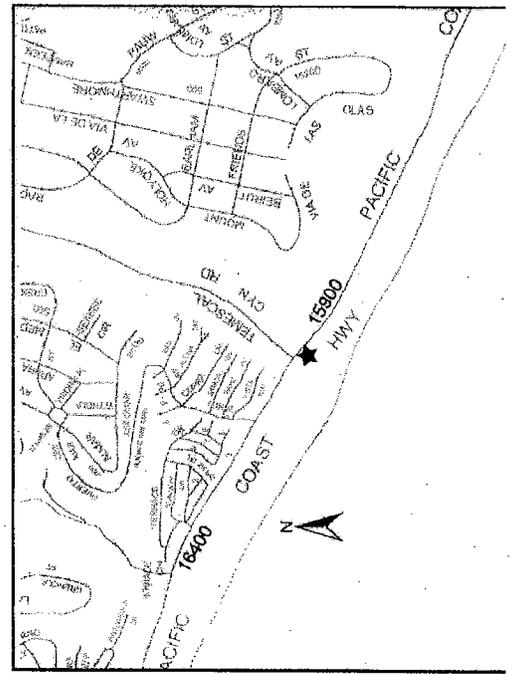
RFP - EXHIBITS

MATCH LINE - SEE ABOVE LEFT

PACIFIC COAST HWY



Lifeguard Operations



Map not to scale.

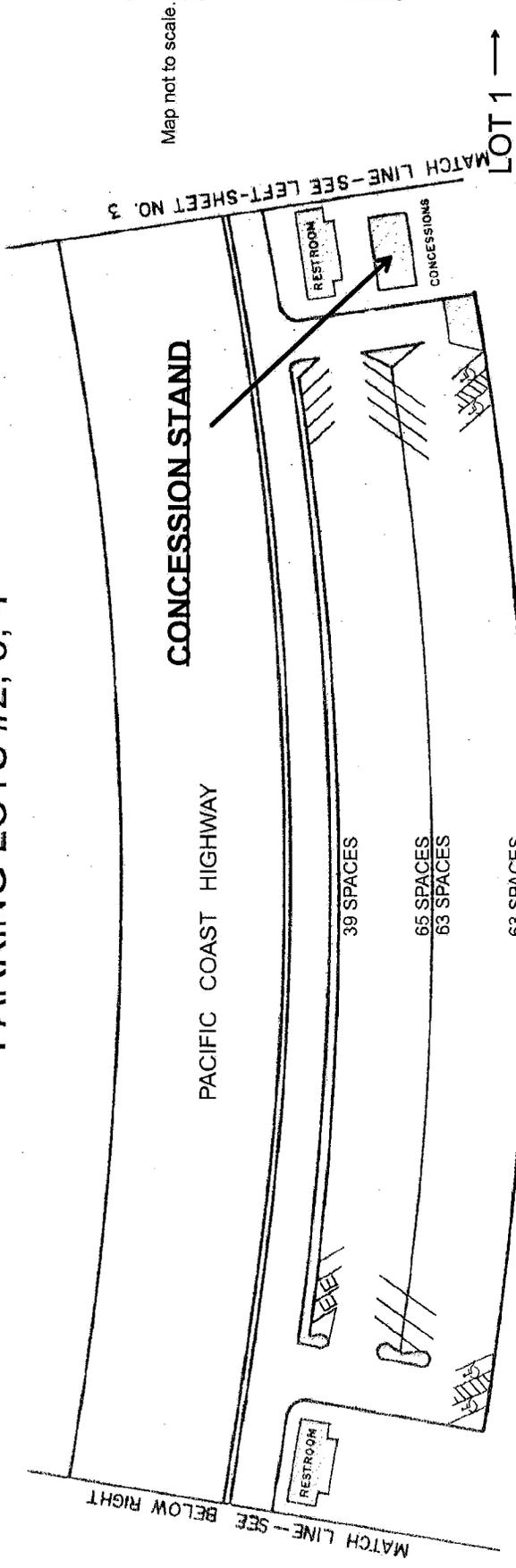
☀ Pay and Display Machine ● = Meter

REGULAR SPACES	613
DISABLED	15
TOTAL	628

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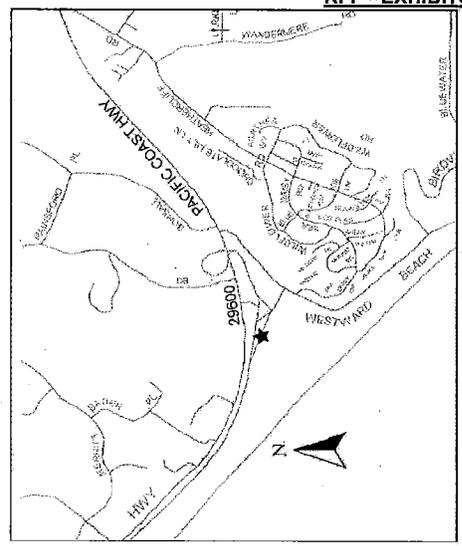
ZUMA COUNTY BEACH PARKING LOTS #2, 3, 4

Exhibit - Concession Premises Zuma Beach (Lot 2) (Concession Stand)



Map not to scale

Map not to scale.



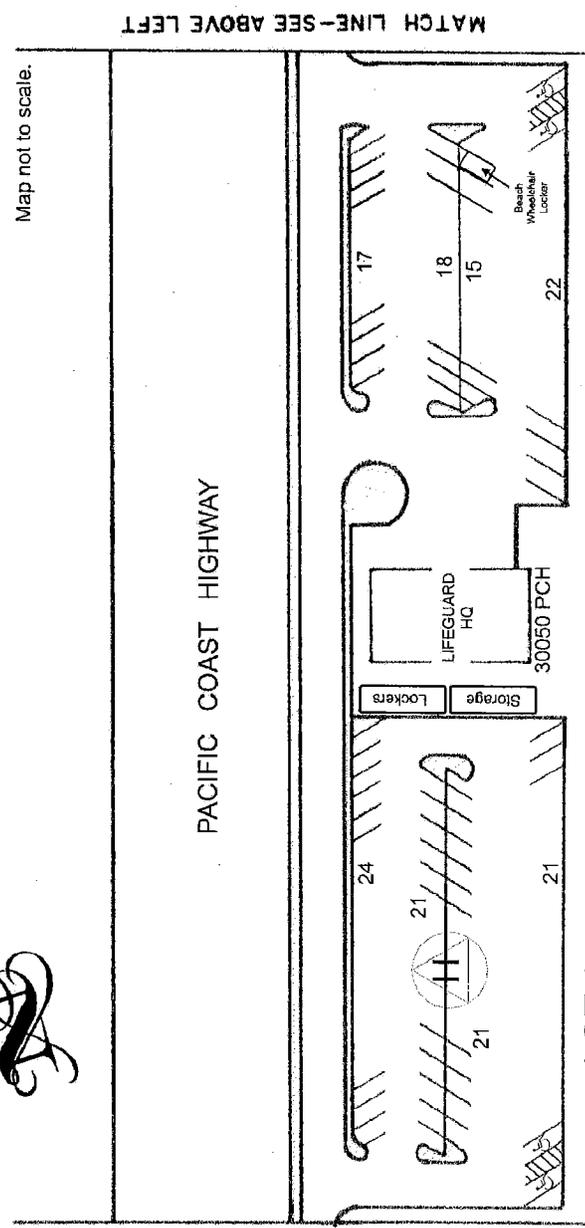
RFP - EXHIBITS

SHEET 4 of 8

REGULAR SPACES	391
DISABLED	8
TOTAL	399

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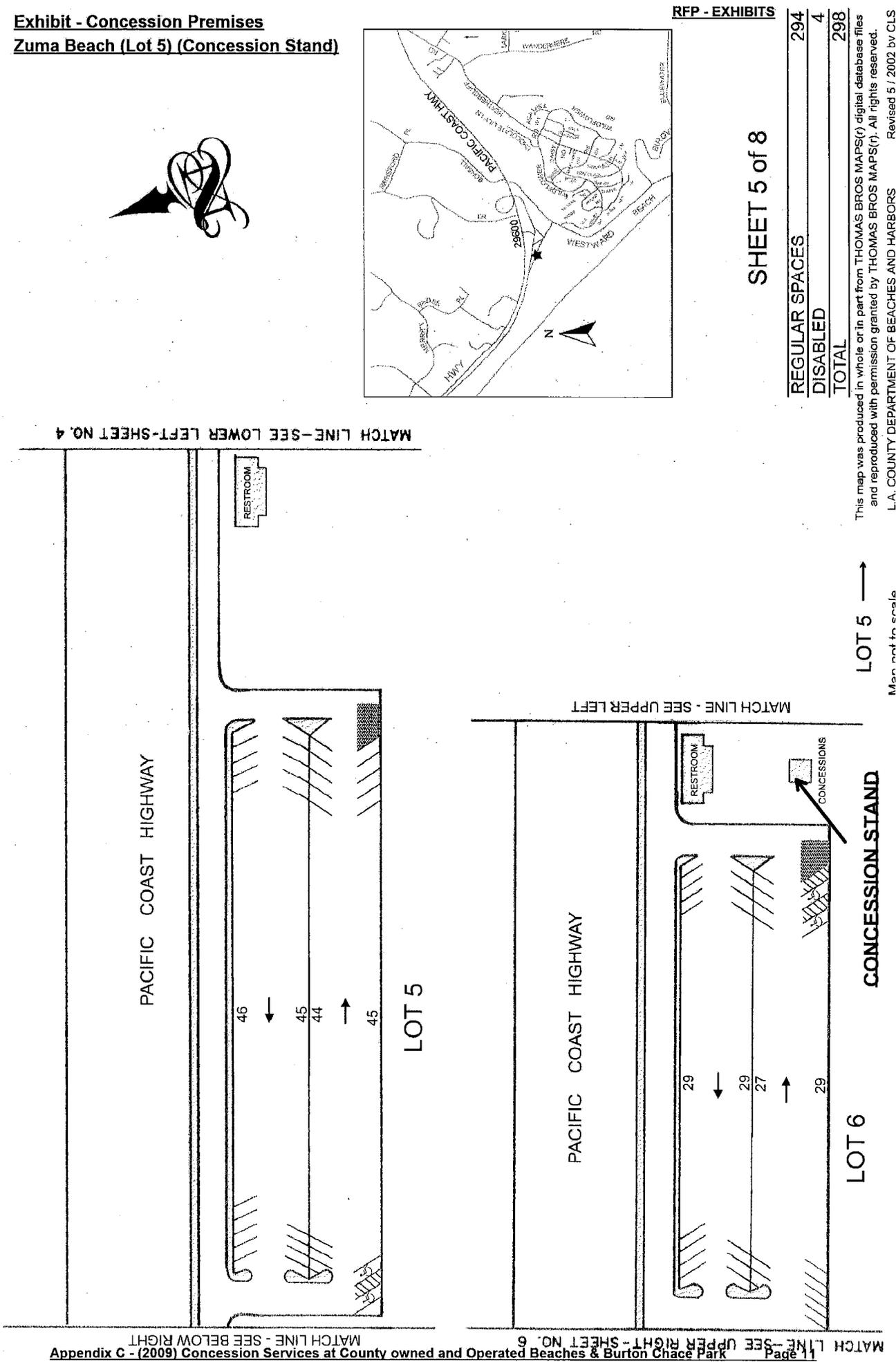
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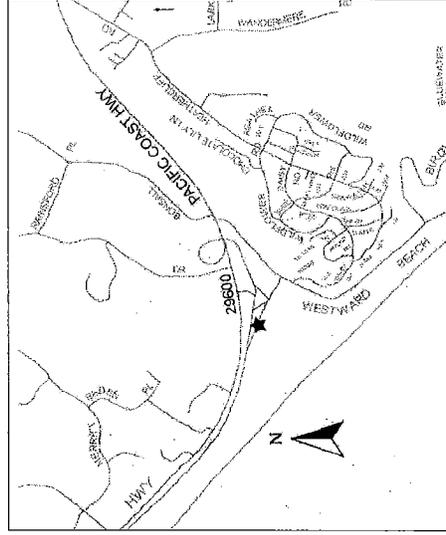
MATCH LINE-SEE ABOVE LEFT

MATCH LINE-SEE BELOW RIGHT

ZUMA COUNTY BEACH PARKING LOTS #5, 6



**Exhibit - Concession Premises
Zuma Beach (Lot 5) (Concession Stand)**



RFP - EXHIBITS

SHEET 5 of 8

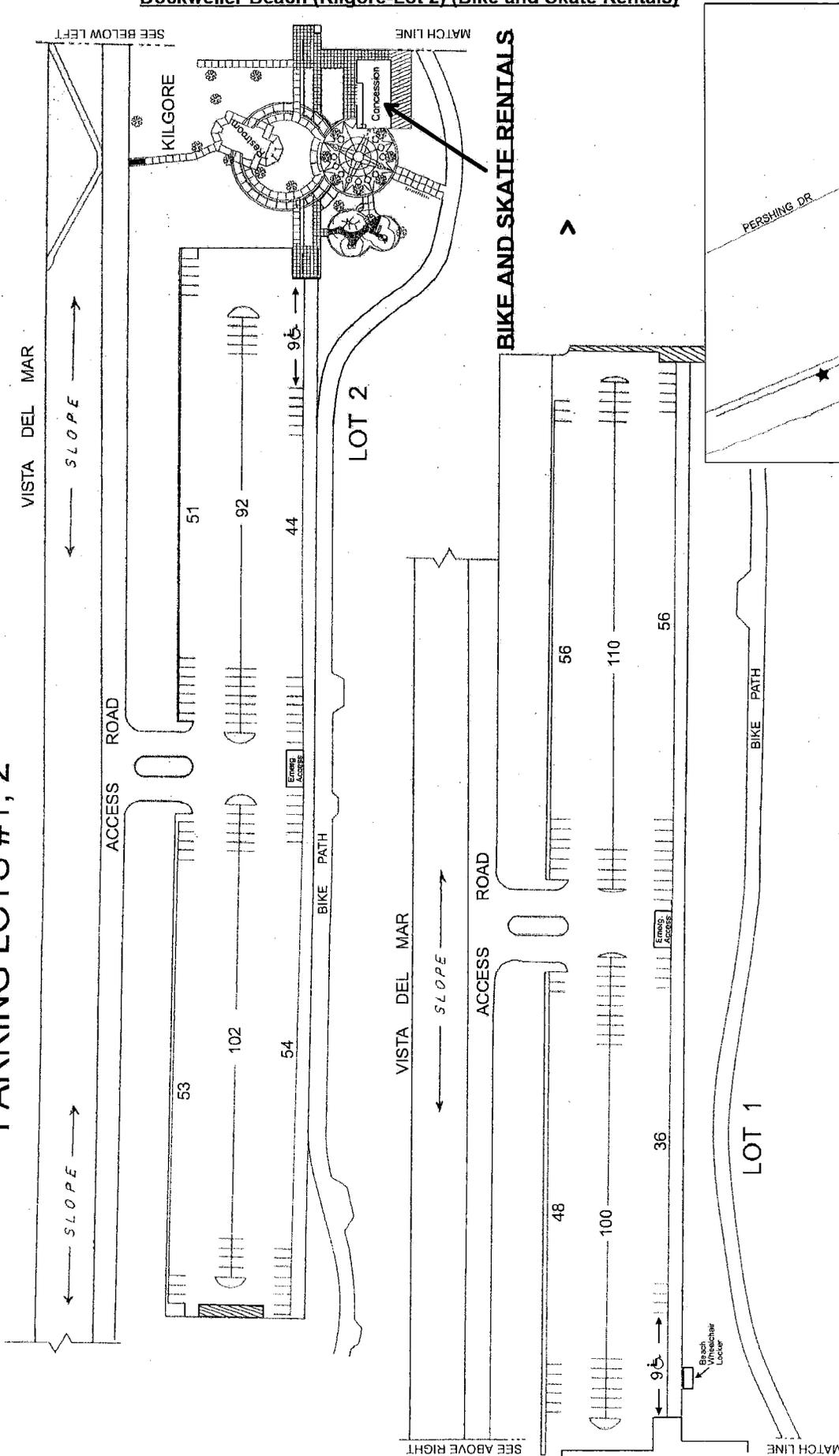
REGULAR SPACES	294
DISABLED	4
TOTAL	298

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L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 5 / 2002 by CLS

LOT 5 →

Map not to scale

DOCKWEILER STATE BEACH
 PARKING LOTS #1, 2

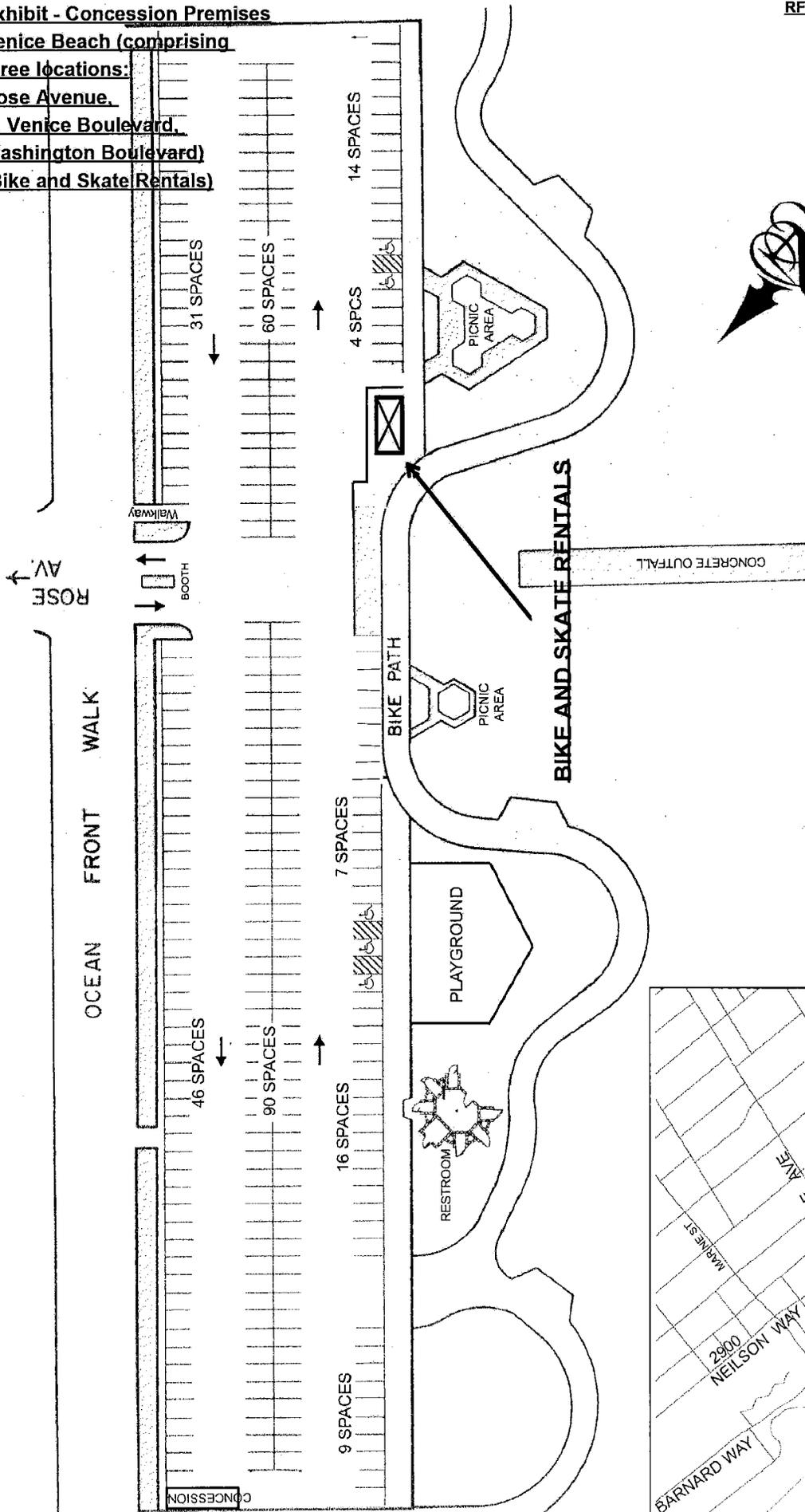


REGULAR SPACES	802
DISABLED	18
TOTAL	820

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 8 / 2008 by CLS
 This map was produced in whole or in part from THOMAS BROS MAPS(r) digital database files

VENICE CITY BEACH ROSE AVENUE PARKING LOT (300 Ocean Front Walk)

Exhibit - Concession Premises
Venice Beach (comprising
three locations:
Rose Avenue,
N. Venice Boulevard,
Washington Boulevard)
(Bike and Skate Rentals)



RFP - EXHIBITS

Map not to scale.

REGULAR SPACES	280
DISABLED	8
TOTAL	288

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 I A COUNTY DEPARTMENT OF REACHES AND HARBORS Revised 8/2002 by C.S.

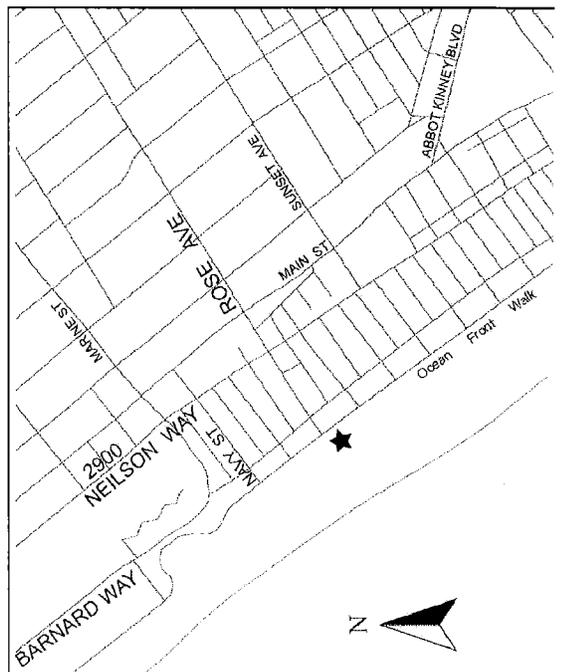
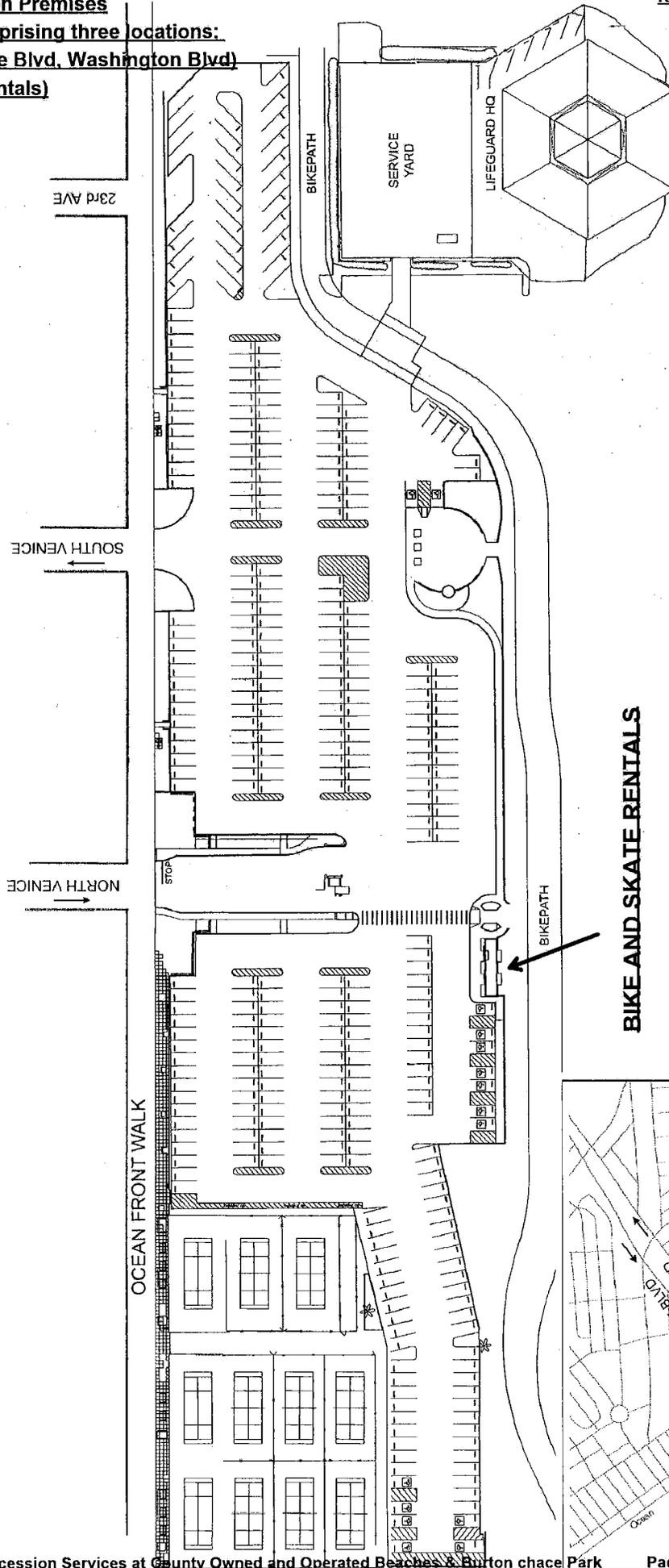


Exhibit - Concession Premises
Venice Beach (comprising three locations:
Rose Ave, N. Venice Blvd, Washington Blvd)
(Bike and Skate Rentals)

RFP - EXHIBITS

VENICE CITY BEACH
VENICE BLVD PARKING LOT (2100 Ocean Front Walk)



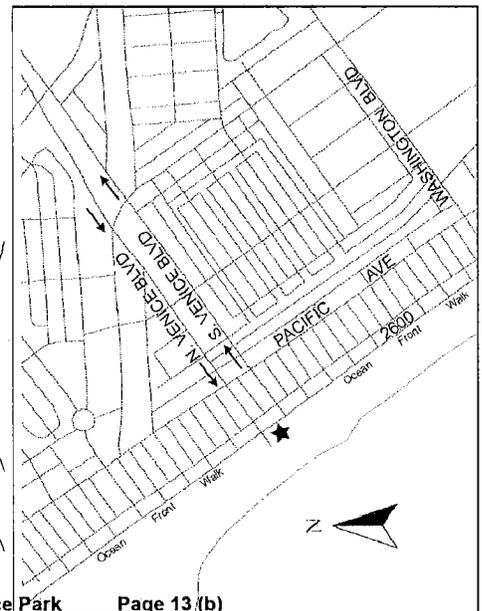
Map not to scale.

REGULAR SPACES	343
DISABLED	13
TOTAL	356

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 2 / 2007 by CLS

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BIKE AND SKATE RENTALS



**VENICE CITY BEACH
WASHINGTON BLVD PARKING LOT 3100 Ocean Front Walk**

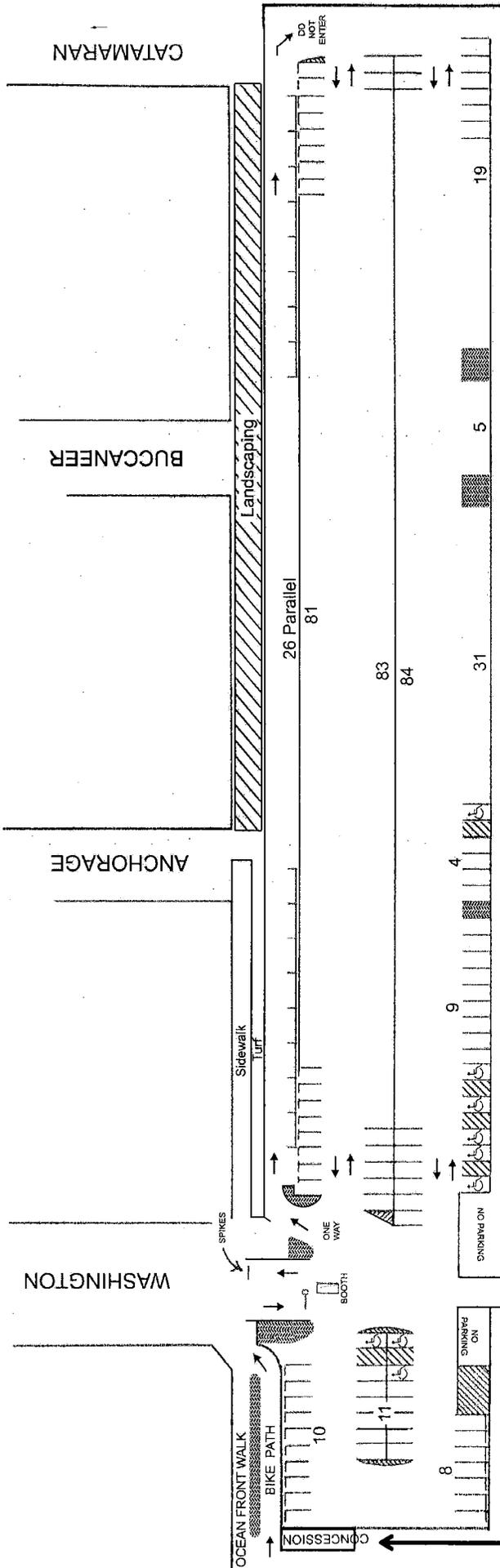
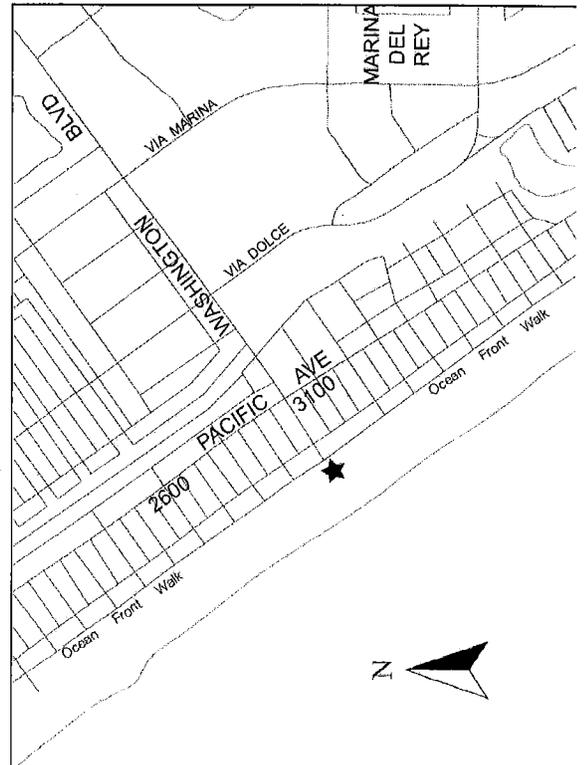


Exhibit - Concession Premises
Venice Beach (comprising three locations:
Rose Ave. N. Venice Blvd. Washington Blvd)
(Bike and Skate Rentals)

RFP - EXHIBITS

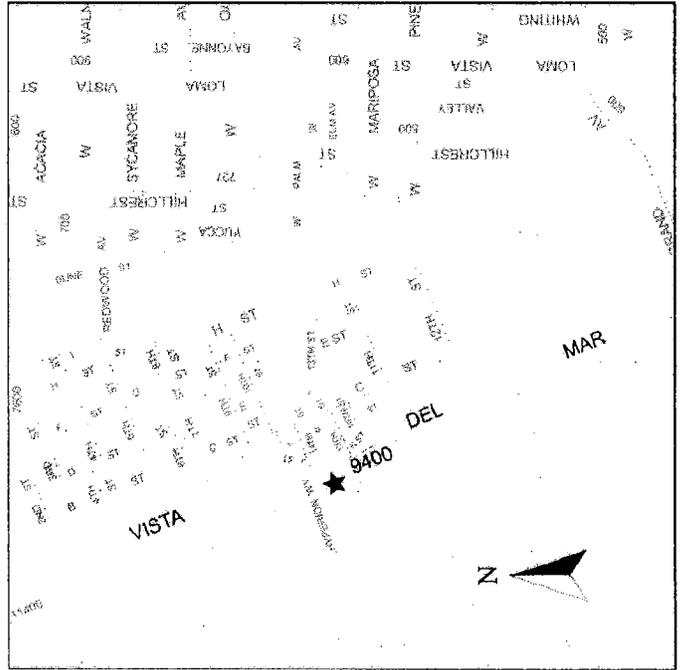
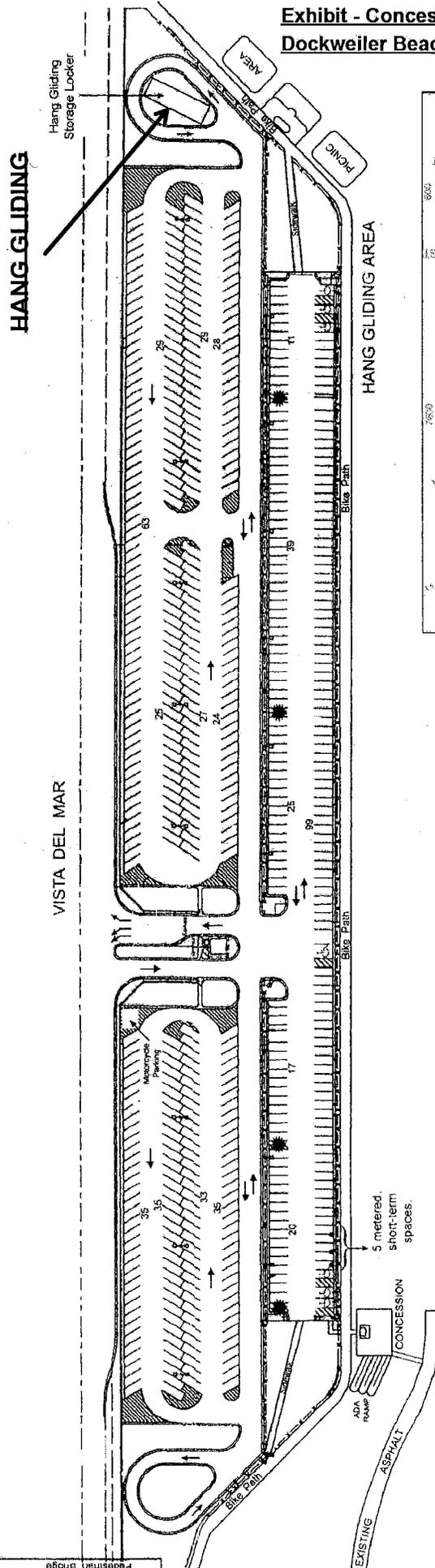
REGULAR SPACES	371
DISABLED	9
TOTAL	380



DOCKWEILER STATE BEACH BLUFF PARKING LOT

Exhibit - Concession Premises Dockweiler Beach (Bluff Lot) (Hang Gliding)

RFP - EXHIBITS



● = Meter	
★ Pay and Display Machine	576
REGULAR SPACES	7
DISABLED	583
TOTAL	

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 3 / 2007 by CLS

Map not to scale.

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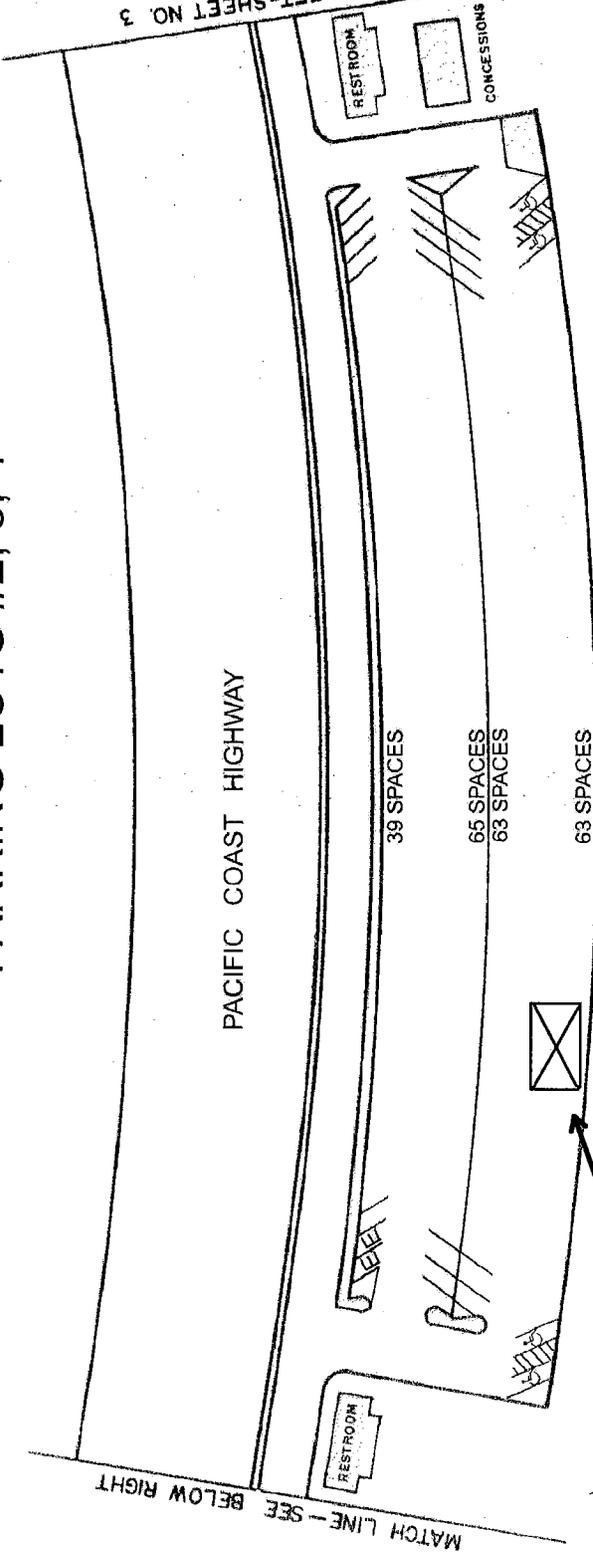
**Exhibit - Concession Premises
Zuma Beach (Lot 2) (Beach Merchandise Rentals)**

RFP - EXHIBITS

Map not to scale.

MATCH LINE - SEE LEFT - SHEET NO. 3

**ZUMA COUNTY BEACH
PARKING LOTS #2, 3, 4**

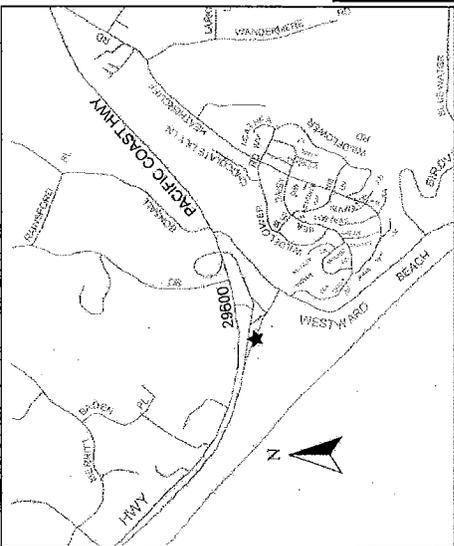


**LOT 2
BEACH MERCHANDISE RENTALS**

2 parking spaces
(unreserved)

Map not to scale.

MATCH LINE - SEE ABOVE LEFT



SHEET 4 of 8

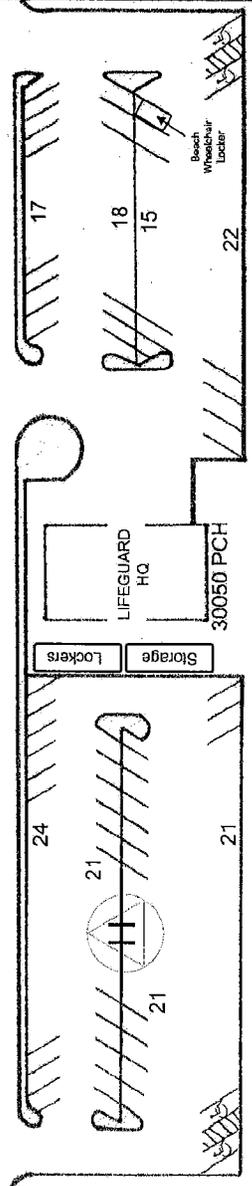
REGULAR SPACES	391
DISABLED	8
TOTAL	399

L.A. COUNTY DEPARTMENT OF BEACHES AND HARBORS Revised 3 / 2007 by CLJ
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MATCH LINE - SEE BELOW RIGHT

PACIFIC COAST HIGHWAY

PACIFIC COAST HIGHWAY



LOT 3

LOT 4

**Exhibit-Authorized Activity
(Mobile Food)**

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized only to sell food and beverages from a Mobile Preparation Unit, and for no other use.

The County shall determine the area of the Premises.

The County reserves the right to authorize sales of similar merchandise by means other than Mobile Preparation Units and sales of different merchandise by similar equipment.

**Exhibit-Authorized Activity
(Concession Stand)**

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized only to sell food and beverages from the building on the Premises and provide tables and chairs outside the building but within the Premises and for no other use. The number and location of such tables and chairs shall be subject to approval by the Director.

The County shall determine the area of the Premise.

Furthermore, for the Concession Stand located in Burton Chace Park (Marina del Rey), Authorized Activity shall include providing chairs for rent during the July through September Burton Chace Park evening concert series. Said chair rental shall be made available to patrons for each of the concerts in the series. Concerts occur on a weekly basis, alternating each week between weekday and weekend nights. Licensee shall be responsible for providing chairs at least one (1) hour prior to the commencement time of each concert, and for collecting the chairs at the end of each concert. Type and construction of chair and liability insurance coverage are subject to Director's approval.

**Exhibit-Authorized Activity
(Bike and Skate Rentals)**

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized only to rent bicycles and skates from the designated locations on the Premises, and for no other use.

The County shall determine the area of the Premises.

**Exhibit-Authorized Activity
(Hang Gliding)**

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized only to provide hang gliding lessons; supervision of those persons engaging in hang gliding activity on the Premises during Licensee's operating hours; and rental of hang gliding equipment on the Premises, and for no other use.

The County shall determine the area of the Premises.

**Exhibit-Authorized Activity
(Beach Merchandise Sales and Rentals)**

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized to sell or rent such items as may from time to time be used on the beach including, but not limited to, chairs and umbrellas, sunscreen, sun block, caps, sunglasses, and other accessories items, and only after Licensee has received prior written approval from Director to sell any of such items.

The County shall determine the area of the Premises.

**Exhibit-County Owned Trade Fixtures
Will Rogers Beach (Chautauqua)**

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

- Automatic Coffee Maker (Serial No. _____)
- Bullet Proof Glass Windows (Serial No. _____)
- Char-Broiler (Serial No. _____)
- Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)
- Counters (Serial No. _____)
- Deep Fryer (Serial No. _____)
- Electrical Panels (Serial No. _____)
- Entrance Security Doors (Serial No. _____)
- Formica and/or Stainless Steel Service Counters (Serial No. _____)
- Fryer (Serial No. _____)
- Freezer (Serial No. _____)
- Grill (Serial No. _____)
- Hand Sink without Faucet (Serial No. _____)
- Ice Bin (Serial No. _____)
- Ice Cream Freezer (Serial No. _____)
- Ice Cube Dispenser (Serial No. _____)
- Lighting Fixtures (Serial No. _____)
- Menu Signs (Serial No. _____)
- Oven Range (Serial No. _____)
- Refrigerator (Serial No. _____)
- Salad Top Refrigerator (Serial No. _____)
- Shutters (Serial No. _____)
- Soda Dispenser (Serial No. _____)
- Soft Service Ice Cream Machine (Serial No. _____)

- Stainless Steel Sink (Serial No. _____)
- Stainless Roll-Up Counter Service Door (Serial No. _____)
- Water Heaters (Serial No. _____)
- 2 Delfield 48" Sandwich Preparation Tables/Soda Coolers (Serial No. _____)
- 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: _____

Date: _____

**Exhibit-County Owned Trade Fixtures
Will Rogers Beach (Temescal)**

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

- Automatic Coffee Maker (Serial No. _____)
- Bullet Proof Glass Windows (Serial No. _____)
- Char-Broiler (Serial No. _____)
- Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)
- Counters (Serial No. _____)
- Deep Fryer (Serial No. _____)
- Electrical Panels (Serial No. _____)
- Entrance Security Doors (Serial No. _____)
- Formica and/or Stainless Steel Service Counters (Serial No. _____)
- Fryer (Serial No. _____)
- Freezer (Serial No. _____)
- Grill (Serial No. _____)
- Hand Sink without Faucet (Serial No. _____)
- Ice Bin (Serial No. _____)
- Ice Cream Freezer (Serial No. _____)
- Ice Cube Dispenser (Serial No. _____)
- Lighting Fixtures (Serial No. _____)
- Menu Signs (Serial No. _____)
- Oven Range (Serial No. _____)
- Refrigerator (Serial No. _____)
- Salad Top Refrigerator (Serial No. _____)
- Shutters (Serial No. _____)
- Soda Dispenser (Serial No. _____)
- Soft Service Ice Cream Machine (Serial No. _____)

Arrow Restaurant Equipment
5061 Arrow Hwy
Montclair CA 91763

Phone : (909) 621-7428 Fax : (909) 624-2453

PICKING TICKET

Date : 06/14/07 No. : 41101
Req. Date: 06/14/07 Page: 1

LOSA-3
LOS ANGELES, COUNTY OF, ISD
BEACHES & HARBORS/BEACHES
BEACHES & HARBORS
13483 FIJI WAY- TRAILER 2
MARINA DEL REY CA 90292
(323) 267-2216 FAX#: (323) 415-8663

Ship to/Remark
BEACHES AND HARBORS
ATTN: GREG WOODELL/WHSE
516 N BROADWAY
REDONDO BEACH CA 90277

Per Greg Woodell
516 N Broadway
Redondo Beach

Note: 1. Special order, no return 2. Delivery, decrate, setup are extra
3. Standard delivery: in box only, no decrate, one driver
4. Area to be delivered must be accessible

Receipt #	Balance \$	COD \$	To Inv	Your# T42986	Rep. SOND
-----------	------------	--------	--------	--------------	-----------

Item Number	Description	Ordered	Ship	BIN
<input checked="" type="checkbox"/>	delivery, set in place, installation,	<input type="checkbox"/> no delivery <input type="checkbox"/> no set in place <input type="checkbox"/> no installation		

Driver to verify ck when deliver equipment.

BEACHES & HARBORS/BEACHES
ATT:WAREHOUSE
516 N. BROADWAY,REDONDO BEACH.90277

SP-5	UTILITY#F-50-SA-2S-D,FREEZER	1.0	0.0
SP-5	UTILITY#R-50-SA-2S-D,REFRIG	1.0	0.0
SP-5	UTILITY#RF-25-SA-2S-D,REF/FRE HINGING TO BE SPEC	1.0	0.0
SP-5	UTILITY#LHR-2D-EM,REFRIG *COMPRESSOR HOUSEING ON LFT	1.0	0.0
SP-5	UTILITY#R-25-SA-1S-D,REFRIG	1.0	0.0
SP-5	ADV#7-PS-80 HAND SINK	1.0	0.0
SP-5	ISS#214274,WIRE SHELVING	1.0	0.0

ST# 14910

W. Woodell
516 N Broadway
Redondo Beach

IF EXTRA TRIP HAS TO BE MADE, MINIMUM TRIP CHARGE \$ 50.00 OR MORE WILL APPLY INITIAL FOR ACKNOWLEDGEMENT OF TRIP FEE _____

Received By _____ Total \$ verified by _____
in good condition _____ Packed by _____
Name in print _____ truck cked by _____
Date 9-16-07 Driver _____ & _____

Arrow Restaurant Equipment
 5061 Arrow Hwy
 Montclair CA 91763

Phone : (909) 621-7428 Fax : (909) 624-2453

PICKING TICKET

Date : 06/14/07 No. : 41101
 Req. Date: 06/14/07 Page: 3

LOSA-3
 LOS ANGELES, COUNTY OF, ISD
 BEACHES & HARBORS/BEACHES
 BEACHES & HARBORS
 13483 FIJI WAY- TRAILER 2
 MARINA DEL REY CA 90292

Ship to/Remark
 BEACHES AND HARBORS
 ATTN: GREG WOODSELL/WHSE
 516 N BROADWAY
 REDONDO BEACH CA 90277

(323) 267-2216 FAX#: (323) 415-8663

(310) 305-9537

Note: 1. Special order, no return 2. Delivery, decrate, setup are extra
 3. Standard delivery: in box only, no decrate, one driver
 4. Area to be delivered must be accessible

Receipt #	Balance \$	COD \$	To Inv	Your#	Rep.
				T42986	SOND

Item Number	Description	Ordered	Ship	BIN
1	delivery, no delivery			
2	set in place, no set in place			
3	installation, no installation			

Driver to verify ck when deliver equipment.

[Handwritten signature: Greg Woodsell]

S/N: 0701100160747

SP-5	MAS#DC-4D,DIPPING CABINET 115V/60/1,1/4HP 5.7AMPS	009969	1.0	0.0
SP-5	HATCO#FSDT-1,DISPLAY CASE 120V,15AMPS (DRAWS 12.3 AMPS) S/N: 3983530726		1.0	0.0
SP-5	TAYLOR#702,ICE CREAM MAKER *		1.0	0.0
SP-5	BUNN#20900.0008,COFFEE BREWER S/N: DUAL082944		1.0	0.0
SP-5	HATCO#GR2SDH-42D,HOLDING BIN 1240 WATTS S/N: 3776740726		1.0	0.0

IF EXTRA TRIP HAS TO BE MADE, MINIMUM TRIP CHARGE \$ 50.00 OR MORE WILL APPLY
 INITIAL FOR ACKNOWLEDGEMENT OF TRIP FEE _____

Received By _____
 in good condition _____
 Name in print _____
 Date _____

Total \$ verified by _____
 Packed by _____
 truck ckd by _____
 Driver _____ & _____

Arrow Restaurant Equipment
5061 Arrow Hwy
Montclair CA 91763

Phone : (909) 621-7428 Fax : (909) 624-2453

PICKING TICKET

Date : 06/14/07 No. : 41101
Req. Date: 06/14/07 Page: 2

LOSA-3
LOS ANGELES, COUNTY OF, ISD
BEACHES & HARBORS/BEACHES
BEACHES & HARBORS
13483 FIJI WAY- TRAILER 2
MARINA DEL REY CA 90292
(323) 267-2216 FAX#: (323) 415-8663

Ship to/Remark
BEACHES AND HARBORS
ATTN: GREG WOODELL/WHSE
516 N BROADWAY
REDONDO BEACH CA 90277

(310) 305-9537

Note: 1. Special order, no return 2. Delivery, decrate, setup are extra
3. Standard delivery: in box only, no decrate, one driver
4. Area to be delivered must be accessible

Receipt #	Balance \$	COD \$	To Inv	Your#	Rep.
				T42986	SOND

Item Number	Description	Ordered	Ship	BIN
-------------	-------------	---------	------	-----

~~delivery, no delivery~~
~~set in place, no set in place~~
~~installation, no installation~~

15 shells

Driver to verify ck when deliver equipment.

SP-5	*1 ST NEEDED* ISS#214874,WIRE SHELVING	5.0	0.0	
SP-5	*5 SETS NEEDED* ISS#213074,WIRE SHELVING *1 ST NEEDED*	2 + 1 BOXES 1.0	0.0	
DELI	ARROW TO DELIVER,ASSEMBLE **TO ASSEMBLE ALL SETS**	1.0	0.0	
SP-5	DEAN#5M40G;FRYER PROPANE (LP) GAS S/N: 0706YM0001	1.0	0.0	
SP-5	CON#CG-36-T-F;GRIDDLE 1" PROPANE (LP) GAS S/N: 5631	1.0	0.0	
SP-5	GAR#PS-6-26;RANGE 36" PROPANE (LP) GAS	1.0	0.0	

15 shells
3 shells

IF EXTRA TRIP HAS TO BE MADE, MINIMUM TRIP CHARGE \$ 50.00 OR MORE WILL APPLY
INITIAL FOR ACKNOWLEDGEMENT OF TRIP FEE _____

Received By
in good condition
Name in print
Date

9-16-07

Total \$ verified by
Packed by
truck ckd by
Driver

DB
JG
WR
MT

Arrow Restaurant Equipment
5061 Arrow Hwy
Montclair CA 91763

Phone : (909) 621-7428

Fax : (909) 624-2453

PICKING TICKET

Date : 08/10/07
Req. Date: 08/10/07

No. : 41449
Page: 1

LOSA-3
LOS ANGELES, COUNTY OF, ISD
BEACHES & HARBORS/BEACHES
ATT:ACCOUNTS PAYABLE
13483 FIJI WAY - TRAILER 2
MARINA DEL REY CA 90292
(323) 267-2216 FAX#: (323) 415-8663

Ship to/Remark
ARROW TO DELIVER
GREG WOODSELL 310-305-9537
WILL ROGERS STATE BEACH
PACIFIC COAST HIGHWAY

- Note: 1. Special order, no return 2. Delivery, decrate, setup are extra
3. Standard delivery: in box only, no decrate, one driver
4. Area to be delivered must be accessible

Receipt #	Balance \$	COD \$	To Inv	Your#	Rep.
				P1908619	ART
Item Number	Description	Ordered	Ship	BIN	
<input checked="" type="checkbox"/>	delivery,	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	set in place,	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	installation,	<input type="checkbox"/>	<input type="checkbox"/>		

X Greg Woodsell

Driver to verify ck when deliver equipment.

=====

UNORDERED ITEMS REQUIRED
ADVANCE TABCO UNIT QUOTED BELOW

=====

516 N. BROADWAY, REDONDO BEACH. 90277

SP-4 #93-63-54-18RL, 3-COMP. SINK "REGALINE", W/LEFT & RIGHT HAND DRAINBOARDS, 18" W X 24" F-B X 12" DEEP COMPARTMENTS, 18" DRAINBOARDS, 16-GA/300 SERIES STAINLESS STEEL. 0.0

3 WEEKS TO SHIP FROM MFR.

SP-4 #PS-15-84, S.S. POT RACK 15" W X 84" LONG 0.0

2/3 DAYS TO SHIP FROM MFR.

IF EXTRA TRIP HAS TO BE MADE, MINIMUM TRIP CHARGE \$ 50.00 OR MORE WILL APPLY INITIAL FOR ACKNOWLEDGEMENT OF TRIP FEE _____

Received By
in good condition
Name in print
Date

9-16-07

Total \$ verified by
Packed by
truck ckd by
Driver _____ & _____

DB
Jo
MM
M2



TAYLOR FREEZERS OF CALIFORNIA

CORPORATE OFFICE: 6825 E. Washington Blvd., Costa Mesa, CA 92626 • (714) 822-1022

TAYLOR

BRANCH OFFICE
7876 Conway Court
San Diego, CA 92114
(619) 265-8805

BRANCH OFFICE
2281 Harris Court
San Francisco, CA 94133
(415) 837-9836

BRANCH OFFICE
845 Jefferson Blvd., 10th Fl.
West Sacramento, CA 95603
(916) 617-2120

NEVADA OFFICE
2911 W. Flamingo Ave.
Las Vegas, NV 89102
(702) 837-9840

ORDER NO.

ORDER DATE

SHIP TO

SOLD TO

SHIP VIA

SHIP DATE

QTY	MODEL NO.	DESCRIPTION	UNIT PRICE	TOTAL	TAX	FRIGHT	GOODS	WAREHOUSE
		NEW EQUIPMENT DELIVERY & INSTALLATION WITH 30 DAY WARRANTY & 3 YEAR SERVICE CONTRACT. DELIVERY & INSTALLATION BY TAYLOR SERVICE TECHNICIANS. ELECTRICAL WORK BY LICENSED ELECTRICIAN. ALL WORK GUARANTEED FOR 1 YEAR.						

A CHARGE OF \$30.00 FOR ANY RETURNED CHECK

NO MATERIAL MAY BE RETURNED FOR A REFUND OR CREDIT WITHOUT A WRITTEN REQUEST WHICH IS GRANTED WITHIN 30 DAYS OF THE DATE OF RECEIPT. ALL RETURNS MUST BE IN ORIGINAL UNPACKED CONDITION.

ALL CLAIMS FOR DEFECTS, ERROR OF FACTORY OR MATERIAL MUST BE WITHIN 24 HOURS AFTER RECEIPT OF GOODS.

SERVICES CHARGE OF 3% PER MONTH ON ALL PAST DUE ACCOUNTS

- Stainless Steel Sink (Serial No. _____)
- Stainless Roll-Up Counter Service Door (Serial No. _____)
- Water Heaters (Serial No. _____)
- 2 Delfield 48" Sandwich Preparation Tables/Soda Coolers (Serial No. _____)
- 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: _____

Date: _____

**Exhibit-County Owned Trade Fixtures
Dockweiler Beach (Bluff Lot)**

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

- Automatic Coffee Maker (Serial No. _____)
- Bullet Proof Glass Windows (Serial No. _____)
- Char-Broiler (Serial No. _____)
- Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____
_____)
- Counters (Serial No. _____)
- Deep Fryer (Serial No. _____)
- Electrical Panels (Serial No. _____)
- Entrance Security Doors (Serial No. _____)
- Formica and/or Stainless Steel Service Counters (Serial No. _____
_____)
- Fryer (Serial No. _____)
- Freezer (Serial No. _____)
- Grill (Serial No. _____)
- Hand Sink without Faucet (Serial No. _____)
- Ice Bin (Serial No. _____)
- Ice Cream Freezer (Serial No. _____)
- Ice Cube Dispenser (Serial No. _____)
- Lighting Fixtures (Serial No. _____)
- Menu Signs (Serial No. _____)
- Oven Range (Serial No. _____)
- Refrigerator (Serial No. _____)
- Salad Top Refrigerator (Serial No. _____)
- Shutters (Serial No. _____)
- Soda Dispenser (Serial No. _____)

COUNTY'S TRADE FIXTURES

DOCKWEILER II CONCESSION BUILDING

1. **Ice Cube Dispenser:** Unit shall be Manitowoc model QD0452A (or equivalent), with S-400 bin, air cooled condensing unit, 7/8" dice cubes, 380 lbs. storage capacity. 115V/1 phase, 0.75 HP motor. Unit size shall be approximately 30" wide, 34" deep and 60" high.
2. **Deep Fryer:** Unit shall be Dean model SR-38G, or SM-35G (or equivalent), gas fired 40 lb. capacity, 90,000 BTUH gas input with stand. Unit size shall be approximately 14" wide, 26" deep and 35" high with stand.
3. **Char-Broiler:** Unit shall be Wolf model super Char-broiler SCB-36C with stand (or equivalent) gas fired unit. Unit size is approximately 36" wide, 27" deep and 35" high with stand.
4. **Refrigerator Unit:** Unit shall be a Delfield model 6051-S (or equivalent), self contained two section unit, with adjustable shelves and stainless steel doors, 115V/1 phase, 1/3HP motor. Unit size is approximately 51" wide, 32" deep and 80" in height.
5. **Freezer Unit:** Unit shall be Delfield model 6151-S (or equivalent), self-contained two section unit with adjustable shelves and stainless steel doors, 115V/ 1/2 HP motor. Unit size is approximately 51" wide, 32" deep and 80" in height.
6. **Oven Range:** Unit shall be a Wolf Challenger series 56" double oven range, CHR-4-1829-FT34 (or equivalent), with convection oven in place of 30,000 BTU standard oven. 214,000 BTUH, 155V/1 phase. Unit size is approximately 56" wide, 33" deep and 51-1/2" in height to the top of the back riser.
7. **Salad Top Refrigerator:** Unit shall be a Delfield model 4448N-12 (or equivalent), 48" salad top refrigerator, 12 pan inserts with salinite cutting top, 115V/1 phase. Unit size is approximately 48" wide, 32" deep and 36" in height. *pan missing 09*
8. **Salad Top Refrigerator:** Unit shall be a Delfield model 4448N-8 (or equivalent), 48" salad top refrigerator, 8 pan inserts with salinite cutting top, 115V/1 phase. Unit size is approximately 48" wide, 32" deep and 36" in height. *pan missing 09*

- Soft Service Ice Cream Machine (Serial No. _____)
- Stainless Steel Sink (Serial No. _____)
- Stainless Roll-Up Counter Service Door (Serial No. _____)
- Water Heaters (Serial No. _____)
- 2 Delfield 48" Sandwich Preparation Tables/Soda Coolers (Serial No. _____)
- 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: _____

Date: _____

**Exhibit-County Owned Trade Fixtures
Manhattan Beach**

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

- Automatic Coffee Maker (Serial No. _____)
- Bullet Proof Glass Windows (Serial No. _____)
- Char-Broiler (Serial No. _____)
- Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)
- Counters (Serial No. _____)
- Deep Fryer (Serial No. _____)
- Electrical Panels (Serial No. _____)
- Entrance Security Doors (Serial No. _____)
- Formica and/or Stainless Steel Service Counters (Serial No. _____)
- Fryer (Serial No. _____)
- Freezer (Serial No. _____)
- Grill (Serial No. _____)
- Hand Sink without Faucet (Serial No. _____)
- Ice Bin (Serial No. _____)
- Ice Cream Freezer (Serial No. _____)
- Ice Cube Dispenser (Serial No. _____)
- Lighting Fixtures (Serial No. _____)
- Menu Signs (Serial No. _____)
- Oven Range (Serial No. _____)
- Refrigerator (Serial No. _____)
- Salad Top Refrigerator (Serial No. _____)
- Shutters (Serial No. _____)
- Soda Dispenser (Serial No. _____)
- Soft Service Ice Cream Machine (Serial No. _____)

- Stainless Steel Sink (Serial No. _____)
- Stainless Roll-Up Counter Service Door (Serial No. _____)
- Water Heaters (Serial No. _____)
- 2 Delfield 48" Sandwich Preparation Tables/Soda Coolers (Serial No. _____)
- 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: _____

Date: _____

**Exhibit-County Owned Trade Fixtures
Torrance Beach**

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

- Automatic Coffee Maker (Serial No. _____)
- Bullet Proof Glass Windows (Serial No. _____)
- Char-Broiler (Serial No. _____)
- Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____
_____)
- Counters (Serial No. _____)
- Deep Fryer (Serial No. _____)
- Electrical Panels (Serial No. _____)
- Entrance Security Doors (Serial No. _____)
- Formica and/or Stainless Steel Service Counters (Serial No. _____
_____)
- Fryer (Serial No. _____)
- Freezer (Serial No. _____)
- Grill (Serial No. _____)
- Hand Sink without Faucet (Serial No. _____)
- Ice Bin (Serial No. _____)
- Ice Cream Freezer (Serial No. _____)
- Ice Cube Dispenser (Serial No. _____)
- Lighting Fixtures (Serial No. _____)
- Menu Signs (Serial No. _____)
- Oven Range (Serial No. _____)
- Refrigerator (Serial No. _____)
- Salad Top Refrigerator (Serial No. _____)
- Shutters (Serial No. _____)
- Soda Dispenser (Serial No. _____)
- Soft Service Ice Cream Machine (Serial No. _____)

**COUNTY OWNED TRADE FIXTURES
TORRANCE BEACH**

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

INCORP. EQUIPMENT CO.
25 S. ANAHEIM BLVD.
ANAHEIM CA, 92805
L: (714) 520-7999
X: (714) 520-8333

E: FEB. 13TH 2003
JOB: HNTB
TORRANCE CA.
MR. JULIO
TEL: (714) 801-7604
METRO OFFICE 949 515-4350

M NO.	QTY	UNIT	EQUIPMENT DESCRIPTION
1	4	EA	CORNER GUARD S/S 3' X 3' X 48" 16 GA
2	1	EA	2 DOOR REACH IN FREEZER STAINLESS STEEL INTERIOR & EXTERIOR WITH CASTER 49 C.F.
3	1	EA	MARS AIR CURTAIN W/MICRO SWITCH 36" INSTALL BY OTHER
4	2	EA	2 DOOR REACH IN REFRIGERATOR STAINLESS STEEL INTERIOR & EXTERIOR WITH CASTER 49 CU/FT
5	1	EA	CHICAGO FILLER FAUCET 18" DOUBLE JOINT FAUCET # CF2331D8011.C & E31 VALVE
6	1	EA	EXHAUST HOOD S/S CAPTIVE AIR 14'-0" X 4'-0" WITH 2 DUCT
7	1	LOT	EXHAUST DUCT, BLOWER, DELIVERY & INSTALLATION WITH 2 DUCT CONNECT TO ONE THRU OUT SIDE WALL
8	1	LOT	MAKE UP AIR SYSTEM AND DUCT WORK
9	1	LOT	FIRE PROTECTION SYSTEM TO PROTECT ALL UNDER HOOD COOKING EQUIPMENT ONLY
10	1	LOT	S/S TRIM (SKIRTING)
11	1	EA	REFRIGERATOR W/2 DRAWER EQUIPMENT STAND TRUE # TRCB-50 WITH CUSTOM EXTENSION LENGTH.
12	1	EA	COUNTER MODEL GRIDDLE 60" WITH THERMO CONTRA CONNERTON # CGT-60
13	2	EA	DEEP FAT FRYER DEAN 40 LBS. S.S POT
14	3	EA	CUSTOM S/S SPREADER 12" W
15	1	EA	6 OPEN BURNER RANGE WITH OVEN U. S. RANGE
16	1	EA	MOP SINK FLOOR MOUNT
17	1	EA	3-18" X 18" TUBS 2-18" W. DRAIN BOARD KITCHEN SINK
18	1	EA	CHICAGO 18" DOUBLE JOINT SPOUT FAUCET

INVOICE/CONTRACT

CONCORD EQUIPMENT CO
 1125 S. ANAHEIM BLVD
 ANAHEIM CA. 92805
 TEL: (714) 520-7999
 FAX: (714) 520-8333

DATE FEB 13TH 2003
 JOB HNTB
 TORRANCE CA.
 MR JULIO
 TEL (714) 801-7604
 METRO OFFICE 949 515-4350

ITEM NO.	QTY	UNIT	EQUIPMENT DESCRIPTION
19	1	EA	POT RACK WITH SHELF 7'-6" WITH DOUBLE BAR AND 16 EA DOUBLE HOOK
20	1	EA	3 COMP STEAM TABLE GAS WET DUKE
21	1	EA	S/S TOP WORK TABLE 6'-0" X 30" GALV LEGS & UNDEP SHELF
22	1	EA	UNDER COUNTER REFRIGERATOR 48" W TURBO AIR
24	1	EA	CUSTOM S/S COUNTER 9'-0" X 30" W/DOOR AND MIDDLE SHELF
25	1	EA	PIZZA WARMER HATCO # FSDT 4-TIER CIRCLE RACK WITH MOTOR
26	1	EA	SANDWICH WARMER HATCO # GRSDS-360-SLANT DISPLAY WARMER DUAL SHELF 120/60/1 1800 WATTS
27	1	EA	HEAT LAMPS
28	1	EA	COFFEE MAKER BUNN-O-MATIC # CDBE35 WITH 3 WARMER, AUTO DIGITAL BREWER CONTROL
29	1	EA	COUNTER TOP SOFT SERVE MACHINE TAYLOR # 702
30	1	EA	SLUSH MACHINE BUNN-O-MATIC # ULTRA-2 DUAL 3 GALLON
31	1	EA	4 HOLE ICE CREAM FREEZER KELVINATOR # 4DF
	1	SET	CASTERS FOR ICE CREAM FREEZER
32	1	EA	MOP RACK 18" W.
33	1	EA	1-18" X 18" TUB 1-18" W DRAIN BOARD PREP SINK CHICAGO 6" SPOUT FAUCET
34	1	EA	DIPPER WELL UNIT W/FAUCET
35	1	EA	CUSTOM COUNTER WITH OPEN SHELF S/S 19'-0" W 31-1/2" H.

PKH

INVOICE/CONTRACT

CONCORD EQUIPMENT CO
 1125 S. ANAHEIM BLVD.
 ANAHEIM CA, 92805
 TEL (714) 520-7999
 FAX (714) 520-8333

DATE: FEB 13 1993
 JOB: HNTB
 TORRANCE CA.
 MR. JULIO
 TEL: (714) 801-7604
 METRO OFFICL 949-515-3359

ITEM NO	QTY	UNIT	EQUIPMENT DESCRIPTION
35	3	EA	CASH REGISTER
37	2	EA	SODA MACHINE WITH ICE DISPENSER
38	1	EA	CUBE ICE MAKER WITH B-N HOSHIZAKI # KM-630MAF WITH B-900 ICE PRODUCT 475 LB /24 HOUR
39	1	EA	HOT WATER HEATER
40	4	SET	DRY-STORAGE SHELF 18" X 36" 4 TIERS 4 POST 72" H
41	2	SET	DRY-STORAGE SHELF 18" X 48" 4 TIERS 4 POST 72" H
42	2	EA	S/S HAND SINK WITH FAUCET
43	2	SET	SOAP & TOWEL DISPENSER
44	2	SET	TRASH CAN 32 GALLON W/ DOLLY
45	1	LOT	S/S WALL FLASHING APPROX 24" X 8"
46	1	LOT	S/S WALL FLASHING APPROX 33" X 8"

ABOVE ITEM NEED 4 WEEK TO ORDER, PRICE INCLUDE DELIVERY TO SITE, BUT NOT INCLUDED FINAL CONNECTION SUCH AS PLUMBING WORK, OR ELECTRICAL WORK, FINAL SET UP ITEM NOT INCLUDED IS SINKS, STORAGE SHELF, WALL MOUNT RACK. PROJECT NEED 40% DEPOSIT, BALANCE DUE BEFORE SCHEDULE DELIVERY.

ACCEPT BY: _____

DATE: _____

- Stainless Steel Sink (Serial No. _____)
- Stainless Roll-Up Counter Service Door (Serial No. _____)
- Water Heaters (Serial No. _____)
- 2 Delfield 48" Sandwich Preparation Tables/Soda Coolers (Serial No. _____)
- 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: _____

Date: _____

**Exhibit-County Owned Trade Fixtures
Zuma Beach (Lot 2)**

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

- Automatic Coffee Maker (Serial No. _____)
- Bullet Proof Glass Windows (Serial No. _____)
- Char-Broiler (Serial No. _____)
- Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)
- Counters (Serial No. _____)
- Deep Fryer (Serial No. _____)
- Electrical Panels (Serial No. _____)
- Entrance Security Doors (Serial No. _____)
- Formica and/or Stainless Steel Service Counters (Serial No. _____)
- Fryer (Serial No. _____)
- ^{Walk-In} Freezer (Serial No. _____)
- Grill (Serial No. _____)
- Hand Sink without Faucet (Serial No. _____)
- Ice Bin (Serial No. _____)
- Ice Cream Freezer (Serial No. _____)
- Ice Cube Dispenser (Serial No. _____)
- Lighting Fixtures (Serial No. _____)
- Menu Signs (Serial No. _____)
- Oven Range (Serial No. _____)
- Refrigerator (Serial No. _____)
- Salad Top Refrigerator (Serial No. _____)
- Shutters (Serial No. _____)
- Soda Dispenser (Serial No. _____)
- Soft Service Ice Cream Machine (Serial No. _____)
- Stainless Steel Sink (Serial No. _____)

- Stainless Roll-Up Counter Service Door (Serial No. _____)
- Water Heaters (Serial No. _____)
- 2 Delfield 48" Sandwich Preparation Tables/Soda Coolers (Serial No. _____)
- 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: _____

Date: _____

**Exhibit-County Owned Trade Fixtures
Zuma Beach (Lot 5)**

- Automatic Coffee Maker (Serial No. _____)
- Bullet Proof Glass Windows (Serial No. _____)
- Char-Broiler (Serial No. _____)
- Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)
- Counters (Serial No. _____)
- Deep Fryer (Serial No. _____)
- Electrical Panels (Serial No. _____)
- Entrance Security Doors (Serial No. _____)
- Formica and/or Stainless Steel Service Counters (Serial No. _____)
- Fryer (Serial No. _____)
- Freezer (Serial No. _____)
- Grill (Serial No. _____)
- Hand Sink without Faucet (Serial No. _____)
- Ice Bin (Serial No. _____)
- Ice Cream Freezer (Serial No. _____)
- Ice Cube Dispenser (Serial No. _____)
- Lighting Fixtures (Serial No. _____)
- Menu Signs (Serial No. _____)
- Oven Range (Serial No. _____)
- Refrigerator (Serial No. _____)
- Salad Top Refrigerator (Serial No. _____)
- Shutters (Serial No. _____)
- Soda Dispenser (Serial No. _____)
- Soft Service Ice Cream Machine (Serial No. _____)
- Stainless Steel Sink (Serial No. _____)
- Stainless Roll-Up Counter Service Door (Serial No. _____)
- Water Heaters (Serial No. _____)

- 2 Delfield 48" Sandwich Preparation Tables/Soda Coolers (Serial No. _____)
- 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term.

Licensee certifies that following items are not in the proper working condition when inspected; and upon repair/replacement by the County, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: _____

Date: _____

**Exhibit-County Owned Trade Fixtures
Burton Chace Park**

- Automatic Coffee Maker (Serial No. _____)
- Bullet Proof Glass Windows (Serial No. _____)
- Char-Broiler (Serial No. _____)
- Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No. _____)
- Counters (Serial No. _____)
- Deep Fryer (Serial No. _____)
- Electrical Panels (Serial No. _____)
- Entrance Security Doors (Serial No. _____)
- Formica and/or Stainless Steel Service Counters (Serial No. _____)
- Fryer (Serial No. _____)
- Freezer (Serial No. _____)
- Grill (Serial No. _____)
- Hand Sink without Faucet (Serial No. _____)
- Ice Bin (Serial No. _____)
- Ice Cream Freezer (Serial No. _____)
- Ice Cube Dispenser (Serial No. _____)
- Lighting Fixtures (Serial No. _____)
- Menu Signs (Serial No. _____)
- Oven Range (Serial No. _____)
- Refrigerator (Serial No. _____)
- Salad Top Refrigerator (Serial No. _____)
- Shutters (Serial No. _____)
- Soda Dispenser (Serial No. _____)

- Soft Service Ice Cream Machine (Serial No. _____)
- Stainless Steel Sink (Serial No. _____)
- Stainless Roll-Up Counter Service Door (Serial No. _____)
- Water Heaters (Serial No. _____)

COUNTY OWNED TRADE FIXTURES
BURTON CHACE PARK, Marina del Rey

DEPARTMENT OF BEACHES AND HARBORS

Inventory of Equipment
at the Snack Bar
in the Community Building
Burton Chace Park - Marina del Rey

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

<u>Stainless Steel Items</u>	<u>County ID #'s</u>
Fry Kettle/Stand	411513
Griddle, Stand, Hood & Fan	411514
Coffee Maker (Hot Water Maker)	411515
Roll-A-Grill	411516
Roll Warmer	411517
Freezer (22.4 Cubic Feet-Upright)	411518
Refrigerator (22.4 Cubic Feet-Upright)	411519
Double Sink	--

- 2 Delfield 48" Sandwich Preparation Tables/Soda Coolers (Serial No. _____)
- 12" Slicer (Serial No. _____)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term.

Licensee certifies that following items are not in the proper working condition when inspected; and upon repair/replacement by the County, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: _____

Date: _____

Exhibit-Concessionaire Owned Trade Fixtures and Equipment

(To Be Attached by Concessionaire)

APPENDIX D
(Sections A, B, and C)
ATTACHMENTS
for
CONCESSION SERVICES
at
COUNTY OWNED AND OPERATED BEACHES
and
BURTON CHACE PARK (located in Marina del Rey)

December, 2008
v. 12-18-08 JT

REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
BURTON CHACE PARK

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**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
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- N CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
BURTON CHACE PARK**

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**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
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REQUIRED FORMS - ATTACHMENT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

(list each minimum requirement stated in Paragraph 1.4)

Check the appropriate boxes:

Yes No _____ years experience, within the last ____ years

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

REQUIRED FORMS - ATTACHMENT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

REQUIRED FORMS - ATTACHMENT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

REQUIRED FORMS - ATTACHMENT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No. Reason for Termination:				
2. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No. Reason for Termination:				
3. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No. Reason for Termination:				
4. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No. Reason for Termination:				

REQUIRED FORMS - ATTACHMENT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

REQUIRED FORMS - ATTACHMENT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - ATTACHMENT 7

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and CBE Firm/
Organization Information Form**

INSTRUCTIONS: All Proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

- I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- I AM A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantage	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

**REQUIRED FORMS - ATTACHMENT 8
PROPOSER'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - ATTACHMENT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

REQUIRED FORMS - ATTACHMENT 10

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - ATTACHMENT 11

PRICING SHEET (MENU)

(The Pricing Sheet will be unique for each solicitation.)

REQUIRED FORMS - ATTACHMENT 12

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS - ATTACHMENT 13
COUNTY OF LOS ANGELES



**LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
LABOR/PAYROLL/DEBARMENT HISTORY**

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

Additional Pages are attached for a total of _____ pages.



**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

CONTRACTOR

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other: _____

(Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM****APPLICATION FOR EXEMPTION**

Page 1 of 3

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

APPLICATION FOR EXEMPTION

Continued from previous page
Page 2 of 3

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*);
AND
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

APPLICATION FOR EXEMPTION

Continued from previous page

Page 3 of 3

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- I, **or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly

Quarterly

Bi-Annual

Annually

Other: _____

(Specify)

- I, **or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

REQUIRED FORMS - ATTACHMENT 17

LIVING WAGE PROGRAM

MODEL CONTRACTOR STAFFING PLAN

(Concessionaire to attach.)

REQUIRED FORMS - ATTACHMENT 18
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

**REQUIRED FORMS - ATTACHMENT 19
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
BURTON CHACE PARK**

APPENDIX D

SECTION B – STANDARD AND UNIQUE ATTACHMENTS

TABLE OF CONTENTS

Attachment

STANDARD ATTACHMENTS:

- C CONTRACTOR'S PROPOSED SCHEDULE (Concessionaire to attach.)
- F CONTRACTOR'S ADMINISTRATION
- G* NON-IT CONTRACTS and IT CONTRACTS (*Various Forms Required at the Time of Contract Execution)
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

LIVING WAGE PROGRAM ATTACHMENTS:

- J LIVING WAGE ORDINANCE
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
- L PAYROLL STATEMENT OF COMPLIANCE

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT WHEN THE WORK INVOLVED INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR:

- M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

OTHER ATTACHMENTS:

- N CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

CONTRACTOR'S PROPOSED SCHEDULE

(Concessionaire to attach.)

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contractor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

IT CONTRACTS

G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT

OR

G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT

G3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to ATTACHMENT M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to ATTACHMENT M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to ATTACHMENT M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

PROP A - LIVING WAGE PROGRAM

ATTACHMENTS J, K & L

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____
 (Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
 (Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
 (Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
 (Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That

- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
 - Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

- M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU)

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles

Agreement Number _____ for _____, dated _____,

as amended by Amendment Number _____, dated _____.

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

(To Be Completed By County and attached to M1 and/or M2)

REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 **OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

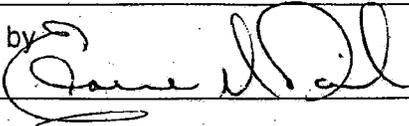
**REQUEST FOR PROPOSALS
CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND
BURTON CHACE PARK**

**APPENDIX D
SECTION C – ORDINANCES AND POLICIES**

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Attachments

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	<p style="text-align: center;">DEPARTMENT OF BEACHES AND HARBORS</p> <p style="text-align: center;">BEACH DRIVING AND VEHICLE OPERATION</p>	<p>Policy No. 2918 Date 8-30-99</p>
<p>Page 1 of 5</p>	<p>Approved by </p>	<p>Date of last revision: 7-30-01</p>

SUBJECT: BEACH DRIVING AND VEHICLE OPERATION

1.0 INTRODUCTION/PURPOSE

The purpose of this Policy/Procedure is to establish guidelines for safe driving on County-owned or operated beaches, bike paths, and parking lots.

2.0 POLICY

- 2.1 All beach patrons have the right-of-way on beaches, bike paths, and parking lots.
- 2.2 The maximum speed while driving on the beach or in the parking lots is 10 M.P.H., and only when conditions allow. The maximum speed while driving on the bike path is 5 M.P.H., and only when conditions allow.
- 2.3 The Facilities and Property Maintenance Division (FPM) is responsible for off-highway and mileage vehicles on beaches, bike paths, and parking lots. Off-highway vehicles are defined as dump trucks, trash trucks, tractors, self-propelled sanitizers, water trucks, wheel loaders, and tracklaying equipment. Mileage vehicles are defined as pick-up trucks, sports utility vehicles, vans, and stake bed trucks.
- 2.4 Employees holding the positions of Power Equipment Operator and Utility Tractor Operator are required to maintain a valid Class "A" California Driver License. Refuse Truck and Medium Truck Drivers are required to maintain a valid Class "B" California Drivers License. Mileage vehicle drivers are required to maintain a valid Class "C" California Driver License.
- 2.5 Heavy equipment operators are required to wear earmuffs to mitigate the noise level(s) generated during vehicle operation. Usage of audio headphones is not permitted.
- 2.6 Employees whose positions require driving off-highway or mileage vehicles on beaches, bike paths, and parking lots are required to attend Department-sponsored driving programs each year.
- 2.7 Employees are forbidden to drive under the influence of alcohol and/or drugs. The use of prescribed drugs to such an extent that safe and effective performance is impaired is also prohibited (see Department Policy #2117).
- 2.8 Off-highway or mileage vehicles may be used on County business only and not to transport unauthorized persons, materials, or equipment.

- 2.9 Employees shall wear seat belts while operating an off-highway or mileage vehicle.
- 2.10 Employees are required to follow defensive driving practices established for their protection and that of fellow employees and the public.
- 2.11 All vehicles shall have back-up alarms, with no exceptions. If a vehicle's back-up alarm is not working, the vehicle shall not be driven.
- 2.12 Vehicles shall not drive on man-made sand berms.

3.0 PROCEDURES

3.1 Driving on the beach

- 3.1.1 Employees are required to inspect the off-highway or mileage vehicle prior to driving and report to their immediate supervisors evidence of vandalism or accident damage to the vehicle and/or evidence of any mechanical defect that could impair the safe operation of the vehicle (refer to Department Policy #2914 for preventative maintenance program). If the vehicle is potentially unsafe, it should not be driven, and its condition should be reported to the immediate supervisor.
- 3.1.2 Tire pressure for driving vehicles on the sand shall range between 18 psi and 20 psi and shall be maintained until inflation is required for highway driving.
- 3.1.3 When the vehicle is parked, an orange safety cone should be placed approximately five (5) feet both in front and behind the unit's bumpers. This will force the driver to walk around the vehicle before operating it, in order to notice any obstacles or people around the unit.
- 3.1.4 Operators and drivers must report, in writing, all mechanical defects noted during the vehicle operation. Stop driving immediately when: (1) the engine overheats; (2) it has a flat tire; (3) there is no steering; or (4) there is a fire.
- 3.1.5 Man-made and natural sand berms.
 - 3.1.5.1 Vehicles shall not drive on man-made sand berms. Operators and drivers shall use extreme caution when driving through the access voids of man-made berms and shall repeatedly apply their horns while entering and exiting the site.
 - 3.1.5.2 Vehicles shall avoid ascending or descending natural berms. There can be a drop where the sand has eroded or been cut off by the surf. If a natural berm must be ascended, the driver should stop the vehicle, survey the area, and proceed only when safe.
 - 3.1.5.3 When ascending or descending a natural berm, do not drive

straight up or down the berm. Instead, the driver should position the vehicle at a 45-degree angle, ensuring that the uphill portion of the berm is on the driver's side.

- 3.1.5.4 Be aware of children playing near or around berms. Always check visibility from inside the vehicle at the top of the natural berm before beginning a descent.
- 3.1.6 Vehicle backing up shall be avoided whenever possible. If backing up is unavoidable, the driver should have a co-worker stand behind the vehicle to guide the vehicle back. If driving alone, the driver should employ other options such as: proceeding forward and turning around, or getting out of the vehicle, checking the area, and backing up slowly using extreme caution.
- 3.1.7 Driving on a jetty without a co-worker who can stand behind the vehicle and guide it when the driver backs up is prohibited.
- 3.1.8 Extreme caution must be exercised while driving on the beach. Beach patrons may not be aware of a vehicle's presence. Small children tend to run in front of the unit, and caretakers have a tendency to bolt in front of the unit to protect the child.
- 3.1.9 Storm drains also present driving hazards. Ascending or descending a drainage ditch should not be attempted unless the driver can clearly see that no one is in the vehicle's path. The vehicle should be positioned so that any attempt will be at a slight angle. Ditches and running storm drain water are notorious for soft sand. These areas should be avoided as much as possible, since it is easy to get stuck in the sand. Driving through water should be avoided to the extent possible.
- 3.1.10 Under normal weather conditions, vehicles on the sand shall not travel at an unsafe speed. Maximum speed is ten (10) M.P.H. for all vehicles except for trash trucks and dump trucks which shall not exceed 15 M.P.H.
- 3.1.11 When traveling past pier pilings or other obstructions, a driver should be particularly careful about viewing the area given that such obstructions will hamper the driver's ability to see. Children darting from crowds or covered by sand are of particular concern.
- 3.1.12 When driving on the beach, driving over boards or any other objects shall be avoided.
- 3.1.13 Whenever operating an off-highway or mileage vehicle, the operator is responsible for maintaining the headlights in the "on" position.
- 3.1.14 When operating a vehicle at night, the operator should drive on the hard sand closest to the shoreline and use the vehicle's high beams and headlights to locate holes and drainage ditches, as well as beach patrons.

3.2 Shifting into four-wheel drive

- 3.2.1 Vehicle operators should enter four-wheel drive when leaving the hard top, being certain to shift into the "H" range from wheel drive.
- 3.2.2 The correct procedure for shifting from two-wheel to four-wheel drive is to stop the vehicle, maintain the wheels in a straight (not turned) position, and shift gear into four-wheel drive before continuing to drive forward. Locking hubs are automatic.
- 3.2.3 To shift from four-wheel to two-wheel drive, stop the vehicle, shift gear to two-wheel drive, and drive in reverse for one meter (approximately 3 feet) to unlock the hubs. After a click is heard, the driver may proceed forward. When backing up, a co-worker, if present, should stand behind the vehicle to guide the driver.

3.3 Vehicle stuck in the sand

- 3.3.1 If a vehicle is bogged down in the sand, the driver should slow down using a lower gear and rock forward and backward. Once the vehicle starts to move, even accelerator pressure should be used to proceed safely.
- 3.3.2 The gas pedal should not be punched while trying to free a vehicle from the soft sand and/or a rut. If progress is not being made, some air pressure from the tires should be relieved. Be sure to restore the tire pressure later.

3.4 Driving on the bike bath

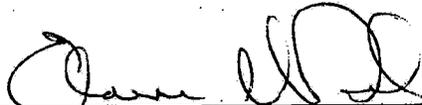
- 3.4.1 The bike path should be driven on only when safe at a maximum speed of 5 M.P.H. While driving on the bike bath, vehicle flashers and headlights shall be on.
- 3.4.2 All drivers shall stop their vehicle and look in both directions before crossing the bike bath. Proceed only when safe, and maintain a distance of at least three car lengths between the vehicle and the next moving object (pedestrian, cyclist, roller skater, etc.)
- 3.4.3 Off-highway and mileage vehicles are permitted to cross the bike path only when safe and when there is no other beach access available.
- 3.4.4 The Department's beach restroom cleaning contractor is the only private contractor permitted to use the bike path at Torrance and Redondo Beaches between the hours of 12:00 midnight and 6:00 a.m. when conditions allow and it is safe.
- 3.4.5 All vehicles are restricted from using any of the vehicle ramps at Torrance and Redondo Beaches. Vehicles and equipment must enter and exit from the Redondo Pier Bike Path at Torrance Blvd.

Policy No. 2918
Beach Driving and Vehicle Operation
8-30-99
Page 5 of 5

3.5 Driving in County Parking Lots

3.5.1 Maintain a safe speed of no more than 10 M.P.H. Be aware of people, animals, and foreign objects.

APPROVED:



Director or Authorized Representative

8-7-2001
Date

EMcD:gs
Attachments
PP2918

Participant's Name:

Name (Please Print)

COUNTY OF LOS ANGELES

Department of Beaches and Harbors

Name of Activity

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in

Description of Activity. Include date(s).

hereafter called "The Activity," I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the County of Los Angeles and its Special Districts, elected and appointed officers, employees, and agents from liability from any and all claims **excepting those due to the gross negligence or willful misconduct of the County of Los Angeles and its Special Districts, elected and appointed officers, employees, and agents** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Signature of Parent/Guardian or Minor

Date

Signature of Participant

Date

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment, 2) major injuries such as joint or back injuries and heart attacks to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification: I also agree to indemnify, defend, and hold harmless The County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Parent/Guardian or Minor

Date

Signature of Participant

Date



Voluntary Artificial Trans Fat Reduction (ATFR) Program Application

The Los Angeles County (LAC) Environmental Health (EH), in recognition of those food facilities who are making the effort to voluntarily remove artificial trans fats from their menu, is implementing a placard recognition program. This placard can be proudly displayed at your food facility to let potential customers know that your facility is participating in the ATFR Program.

PURPOSE

The criteria and procedures set forth by LAC EH are intended to ensure that those food facilities who display this placard are honestly presenting their food items to the public as advertised. In fact, the success or failure of this placard program rests on the overall diligence of the participating facilities' integrity in maintaining a zero grams trans fat program in their respective food businesses. The goal is for this placard to be meaningful to the customer when they are making healthy choices for their dining experience.

APPLICATION/APPROVAL PROCESS

The following documents/requirements need to be submitted along with the completed application form. Please note that if any of the documents/requirements are not furnished during the initial submission, the application will be returned.

1. A completed application for the LAC EH placard program.

Food facility chains shall only be required to submit one application for all locations if all of the following conditions are met.

- a. Each location shares common ownership.
- b. Each location conducts food service operations consistent with the food facility chain's operational model.
- c. Foods received, prepared, and offered for sale at each location are the same for each location throughout the chain.

2. A signed "Conditions of Participation Agreement".
3. An application fee of \$204.00 made payable to the Los Angeles Department of Public Health.

Food facility chains that meet the conditions noted above (#1a-c) shall be required to submit only one application fee of \$136.00, plus \$68.00 for each

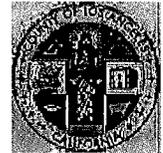
location in the chain that will participate in the ATFR Program. For example, a chain with three locations participating in the program would pay a total of \$340.00 (\$136 + \$68 + \$68 + \$68).

4. Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all food products:
 - a. that are, or that contain, fats, oils or shortenings, and
 - b. that are, when purchased by the food facility, required by applicable federal and state law to have labels, and
 - c. that are currently being stored, distributed, held for service, used in preparation of any menu items, or served by the food facility.
 - *Documentation instead of labels. Documentation from the manufacturers of such food products, indicating whether the food products contain vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, or indicating trans fat content, may be submitted for approval in lieu of copies of original labels.*
 - *Documentation required when food products are not labeled. If baked goods (or other food products restricted by the Department's ATFR Program standards) are not required to be labeled when purchased, copies of documentation from the manufacturer of the food products, (indicating whether the food products contain vegetable shortening, margarine or any kind of partially hydrogenated vegetable oil, or indicating trans fat content) may be submitted for approval in lieu of copies of original labels.*
5. A legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility.

APPROVAL AND DENIAL OF PLACARD

The application will be approved or denied within 30 business days from the date that it is received. A decision letter will be sent to all applicants indicating approval or reason(s) for denial. Applications that are not complete will be automatically returned to the applicant.

If you are approved, a placard will be mailed to you with the approval letter.



APPLICATION FOR THE COUNTY OF LOS ANGELES VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION PROGRAM

Name of
Organization/Business: _____

Name: _____
Last First Middle

Title/Position: _____

*Mailing Address: _____
Number Street

City State Zip Code Telephone

*If you are submitting an application for a chain please list the address for each location on a separate sheet and submit it with your application. If approved, a placard will be mailed to each of the locations you've listed unless otherwise specified.

APPLICATION CHECKLIST:

- Completed Application Form (with list of additional locations if applicable)
- Signed Condition of Approval Form
- Make check payable to: County of Los Angeles, Department of Public Health
- Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all products (*see application for details*)
- Legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility
- Mail your completed application and attachments to:

Environmental Health
Attn. Consultation & Technical Services
5050 Commerce Dr.
Baldwin Park, CA 91706



CONDITIONS OF PARTICIPATION AGREEMENT

You must be a permitted food facility in Los Angeles County to participate in this placard recognition program.

By posting the ATFR placard in your facility, you are accepting the responsibilities of "truth-in-menu." Should this facility ever have to substitute an ingredient with one that contains reportable levels of trans fat, the placard **MUST BE REMOVED IMMEDIATELY** from display. Only upon re-establishing the advertised "zero grams trans fat" status, can the placard be displayed once again.

The ATFR placard is meant to help set your facility apart from all others and to help the public make informed choices in their dining experience. To ensure that your staff understands the importance of this program, they should be trained in what "trans fats" are and where they may be found. This will help to create the trustworthy atmosphere to your customer base.

The ATFR placard may not be reproduced in any form without prior approval from LAC EH. Any other reproduction, transmission, displays, or editing of the ATFR placard by any means mechanical or electronic without the express written permission of LAC EH is strictly prohibited.

I have read and agree to the above conditions.

Signature

Date

Print Name

Position

**TRANSMITTAL FORM TO REQUEST A RFP
SOLICITATION REQUIREMENTS REVIEW**
*A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document*

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

EARNED INCOME CREDIT

ATTACHMENT I

IRS NOTICE 1015

(Obtain latest version from IRS website)
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
Cat. No. 205991

RFP – APPENDIX D

Section C

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

ATTACHMENT L

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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Page 1 of 5

- 2.202.010 Findings and declarations.
- 2.202.020 Definitions.
- 2.202.030 Determination of contractor non-responsibility.
- 2.202.040 Debarment of contractors.
- 2.202.050 Pre-emption.
- 2.202.060 Severability.

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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debarment hearings and make recommendations on debarment to the board of supervisors. G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-

Title 2 ADMINISTRATION
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responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the

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seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the

Title 2 ADMINISTRATION
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county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Attachment N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
Proposer Name: _____		
Contracting Department: _____		
Department Contact Person: _____		
Phone: _____		
MAJOR	8 - 10%	16 - 20%
County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	Consider investigating a finding of proposer non-responsibility**	Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT	4 - 7%	8 - 14%
County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*		Consider investigating a finding of proposer non-responsibility**
MINOR	2 - 3%	4 - 6%
County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*		
INSIGNIFICANT	0 - 1%	1 - 2%
County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*		
NONE	0	N/A
County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*		

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.



"To enrich lives through effective and caring service"

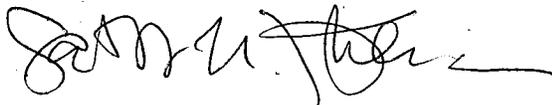


Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

March 5, 2009

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director 

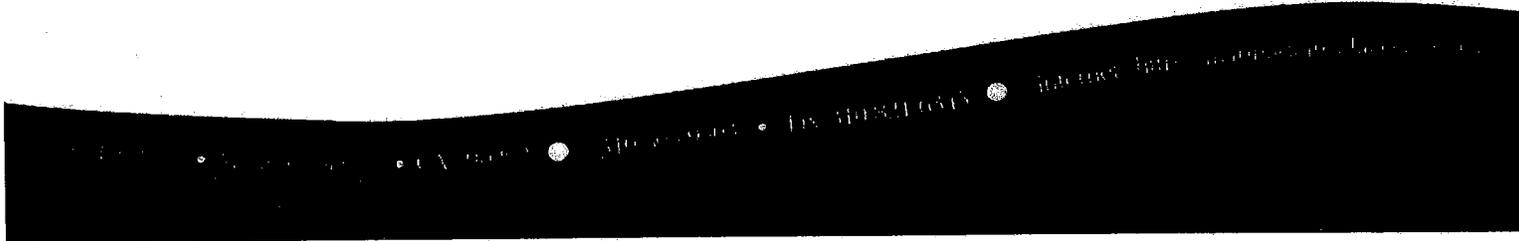
SUBJECT: **ITEM 5b – APPROVAL OF AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE NO. 74729 – PARCEL 15U (ESPRIT II) - MARINA DEL REY**

Item 5b on your agenda pertains to an amendment to the Parcel 15U lease (Esprit II) that extends the outside completion date within which the lessee has to complete construction of 585 new apartment units and a new 225-slip marina.

Attached is a copy of the Board letter that explains the details of the proposed lease amendment. A copy of the proposed lease amendment is attached as an exhibit to the Board Letter.

Your Commission's endorsement of the Director's recommendation to the Board of Supervisors to approve the proposed amendment as contained in the attached letter is requested.

SHK:GB
Attachment (1)



March 24, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 TO
AMENDED AND RESTATED LEASE NO. 74729
ESPRIT II (Parcel 15U at 4240-4250 Via Marina) - MARINA DEL REY
(FOURTH DISTRICT)
(4 VOTES)**

SUBJECT

Request for approval of Amendment No. 1 to Amended and Restated Lease Agreement for Parcel 15U extending the outside completion date for the redevelopment of the landside and waterside improvements under the lease.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Regional Planning Commission, acting on behalf of the County, has previously considered and certified a final environmental impact report for the proposed redevelopment project contemplated by Amended and Restated Lease No. 74729 with respect to Parcel 15U (Esprit II).
2. Authorize the Chairman to execute Amendment No. 1 to Amended and Restated Lease No. 74729 for Parcel 15U, attached as Exhibit A, granting an extension of the outside completion date within which to complete the redevelopment of the parcel as described in the Amended and Restated Lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board previously entered into Amended and Restated Lease Agreement (Lease No. 74729) with ESPRIT TWO LLC, a California limited liability company (Lessee), on December 29, 2003 for Parcel 15U (Esprit II) in Marina del Rey that calls for demolition of all existing improvements (288 apartments and 215 slips) and the construction of 585 new apartments, including 47 very low-income senior units, and a new 225-slip marina, to be completed by June 30, 2009.

The Amended and Restated Lease Agreement (Lease), which was negotiated in conjunction with an Amended and Restated Lease Agreement for Parcel 12R (Esprit I), called for phased redevelopment of Esprit I and Esprit II so as to lessen the impact on Marina residents and boaters. Due to delays prior to start of construction caused by litigation and, during construction, by material shortages and a lack of necessary skilled labor, Esprit I was not completed until August 2008. The Esprit II lease does not provide tolling for delays in the construction of Esprit I as an adjustment for the outside completion date of Esprit II.

Although Lessee has received all of its entitlements for Esprit II and is able to apply for a building permit at this time, the condition of the financial markets, along with the state of the economy, make it impractical for the Lessee to arrange financing and to redevelop the property at this time. Esprit II cannot meet its original outside completion date, causing the Lessee to request an amendment to the Lease and an extension of the outside completion date for the construction of the project.

In consideration for extending the outside completion date to the later of June 30, 2013 or the fourth anniversary of the earlier of (a) the date of substantial commencement of construction or (b) the anticipated commencement of construction (currently set at July 1, 2010, but extendable for continued general unavailability of financing), Lessee has agreed to: 1) pay the County the sum of \$1,000,000 in four equal annual installments of \$250,000 each, with the first payment due and payable concurrent with execution and delivery of the Amendment; 2) effective April 1, 2009, increase the annual minimum rent from \$415,272 (\$34,606.00 per month) to \$630,000 (\$52,500.00 per month); 3) effective 36 months following the earlier of construction completion or the outside completion date, adjustment every three years of the minimum annual rent to 75% of the average of the total annual rent paid to County during the 36 months immediately prior to the adjustment date, but in no event less than \$2,793,000 per year (the sum projected by the Lessee if Esprit II is built); 4) termination of the abatement of monthly minimum rent during the construction period; 5) termination of deferral of percentage rent; 6) elimination of the possible earnback of up to 50% of the extension fee paid; and 7) renovate the marina in the event that Esprit II is not constructed and the Lease reverts to its original expiration date of 2022.

Implementation of Strategic Plan Goals

The recommended action will allow the Lessee to proactively redevelop its leasehold improvements, which will result in fulfillment of approved Strategic Plan Goal Nos. 1 and 4, "Service Excellence" and "Fiscal Responsibility", respectively.

FISCAL IMPACT/FINANCING

Operating Budget Impact

Upon your Board's approval of the Amendment, the Department of Beaches and Harbors' operating budget will receive a \$1,000,000 fee, payable in four equal annual installments of \$250,000 each, as partial compensation for extending the outside completion date for the project. The revenue was not budgeted in the FY 2008-09 Final Adopted Marina Budget; therefore, the first \$250,000 payment will be accounted for as one-time over-realized revenue. The installment payments received from FY 2009-10 through FY 2011-12 will be subsequently budgeted as one-time revenue.

In addition, the annual minimum rent shall be increased from \$415,272 to \$630,000, and the corresponding monthly minimum rent will increase from \$34,606 to \$52,500 effective April 1, 2009. This revenue increase is budgeted in the Department's FY 2008-09 Final Adopted Marina Budget.

Costs of consultants and primary County staff involved in the negotiation and development of the Amendment are being reimbursed by the Lessee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Amended and Restated Lease for Parcel 15U commenced on August 1, 1962 and expires on July 31, 2061.

At its meeting of March 11, 2009, the Small Craft Harbor Commission considered and _____ the Director's recommendation to approve the proposed amendment. County Counsel has approved the document as to form.

ENVIRONMENTAL DOCUMENTATION

On December 6, 2000, the Regional Planning Commission considered and certified a final environmental impact report (FEIR) and adopted Findings of Fact and a Statement of Overriding Considerations regarding the FEIR for the proposed redevelopment project contemplated by the Lease. The proposed Amendment No. 1 does not raise any new or different environmental impacts.

The Honorable Board of Supervisors

March 24, 2009

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

Please authorize the Executive Officer of the Board to send two copies of the executed Amendment to the Department of Beaches and Harbors.

Respectfully submitted,

Santos H. Kreimann
Director

SK:GB

Attachments (1)

c: County Counsel

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT
PARCEL 15U – MARINA DEL REY
(LEASE NO. 74729)

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT (“Amendment”) is made and entered into as of _____, by and between COUNTY OF LOS ANGELES (“County”) and ESPRIT TWO LLC, a California limited liability company (“Lessee”).

RECITALS

A. County and Lessee entered into Amended and Restated Lease Agreement (Lease No. 74729) dated December 29, 2003 (the “Lease”), pursuant to which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, commonly known as Parcel 15U.

B. Subsection 5.5.1 of the Lease requires Lessee to have caused the Substantial Commencement of Construction for the Redevelopment Work to have occurred on or before the date which would reasonably permit the substantial completion of the Redevelopment Work by the Outside Completion Date of June 30, 2009, and to substantially complete the Redevelopment Work by such June 30, 2009 Outside Completion Date.

C. As of the date of this Amendment, the Substantial Commencement of Construction of the Redevelopment Work has not yet occurred and the period required for construction will not permit the substantial completion of the Redevelopment Work by June 30, 2009.

D. The parties desire to enter into this Amendment to extend the Outside Completion Date under the Lease and to make certain other modifications to the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to such terms in the Lease.

2. Extension of Outside Completion Date. Subsection 1.1.93 of the Lease is hereby amended in full to read as follows:

1.1.93 “Outside Completion Date” shall mean the later of (a) June 30, 2013, or (b) the fourth (4th) anniversary of the earlier of (i) the date of the Substantial Commencement of Construction of the Redevelopment Work, or (ii) the Anticipated Commencement Date

(as such Anticipated Commencement Date may be extended in accordance with the terms of Section 5.5 of this Lease).

3. Extension of Construction Schedule. Subsection 5.5.1 of the Lease is hereby amended in full to read as follows:

5.5.1 Substantial Commencement and Completion of Construction. It is a condition of this Lease that, except to the extent Lessee is prevented from so doing by the events identified in subsection 5.5.3, Lessee shall cause the Substantial Commencement of Construction for the Redevelopment Work to have occurred on or before July 1, 2010 (the "Anticipated Commencement Date"), and shall substantially complete the Redevelopment Work by the Outside Completion Date. For the purposes of this Lease, "Substantial Commencement" or "Substantial Commencement of Construction" means that physical construction work pertaining to the Redevelopment Work has been commenced and thereafter proceeds with diligence, provided that for this purpose the demolition work required for the commencement of excavation and new improvement construction shall qualify as physical construction work as long as such demolition work is performed on a diligent basis and is followed by excavation and new improvement construction work without interruption. The Anticipated Commencement Date and the Outside Completion Date will only be extended under the specific circumstances set forth in this Section 5.5, and under no other circumstances.

Lessee shall use good faith, diligent efforts to obtain construction financing for the Redevelopment Work as soon as reasonably possible. Lessee shall keep the Department apprised (on a monthly basis) of Lessee's efforts towards, and the status of, Lessee's receipt of construction financing for the Redevelopment Work. If Lessee is unable to obtain construction financing for the Redevelopment Work on commercially reasonable terms by not later than six (6) months prior to the Anticipated Commencement Date, then Lessee shall provide written notice to Department of such inability (the "Financing Delay Notice"). The Financing Delay Notice shall include an explanation and status of Lessee's efforts to obtain the construction financing, including potential financing sources and the terms and requirements applicable to any such potential financing sources. If (a) Lessee provides the Financing Delay Notice, (b) Lessee has exercised, and thereafter continues to exercise, its good faith, diligent efforts to obtain the construction financing, and keeps the Department apprised of such efforts as provided above, (c) Lessee continues to be unable to obtain the construction financing by the Anticipated Commencement Date, and (d) the reason for

Lessee's inability to obtain the construction financing is the continued existence of an Unreasonable Financial Market Condition (as defined below), then the Anticipated Commencement Date shall be extended for the period of time that Lessee is delayed in obtaining construction financing beyond the Anticipated Commencement Date set forth in the first paragraph of this subsection 5.5.1, as long as the conditions in clauses (b), (c) and (d) continue to be applicable during such period of delay. For purposes of this Lease, "Unreasonable Financial Market Condition" means an industry-wide commercially adverse condition, beyond Lessee's reasonable control, in the real estate construction lending market, such that, notwithstanding Lessee's exercise of good faith, diligent efforts, Lessee has been unable to secure construction financing for the Redevelopment Work on commercially reasonable terms and it would have been unlikely that any other apartment developer could have obtained such construction financing. In no event shall the Anticipated Commencement Date be extended under this subsection 5.5.1 for more than three (3) years beyond the Anticipated Commencement Date set forth in the first paragraph of this subsection 5.5.1. There shall be no extension of the Anticipated Commencement Date under this paragraph unless Lessee demonstrates to the reasonable satisfaction of Department that the requirements for such extension set forth herein have been met, including the occurrences, conditions or circumstances that constitute an Unreasonable Financial Market Condition. If Lessee and Department are unable to resolve any dispute as to whether an Unreasonable Financial Market Condition exists, whether the other requirements for an extension of the Anticipated Commencement Date under this paragraph have been satisfied, or as to the duration of the extension to which Lessee is entitled, the dispute shall be arbitrated pursuant to Article 16 of the Lease. Notwithstanding any contrary provision of this Lease, there shall be no extension of the Anticipated Commencement Date for any period during which Lessee is in breach or default under this Lease.

4. Construction Delays. Notwithstanding any contrary provision of Section 5.5 of the Lease, as modified by this Amendment, neither the Anticipated Commencement Date nor the Outside Completion Date shall be subject to extension for any act, omission, occurrence, condition, or circumstance (including without limitation a Force Majeure event or Unreasonable County Activity, if any) that first occurred or first arose prior to, or that otherwise exists as of, the date of this Amendment; provided, however, that this sentence shall not be applicable to an Unreasonable Financial Market Condition that hereafter exists even if such Unreasonable Financial Market Condition existed prior to, or exists as of, the date of this Amendment. Lessee represents and warrants to County that as of the date of this Amendment there is no threatened or anticipated delay in the

Substantial Commencement of Construction beyond the Anticipated Commencement Date of which Lessee is aware as of the date of this Amendment, except for any Unreasonable Financial Market Condition that might currently exist or hereafter arise. Notwithstanding any contrary provision of the Lease, no future Force Majeure delay under subsection 5.5.2 of the Lease shall commence until Lessee has provided County with written notice of the occurrence, condition or circumstance that constitutes a Force Majeure event; provided, however, that if Lessee provides written notice to County of a Force Majeure event within five (5) business days after the date that the occurrence, condition or circumstance that constitutes Force Majeure first occurs or arises, then the Force Majeure delay shall commence retroactive to the date that the Force Majeure event first occurred or arose.

5. Delay Caused by Injunction. Subsection 5.5.3.2 of the Lease is amended in full to read as follows:

5.5.3.2 Delay Caused by Injunction. Except as otherwise provided in subsection 5.5.3.3, if as of the Anticipated Commencement Date (as it may be extended as provided above) a regulatory body or agency has obtained an injunction preventing the commencement of construction, and the removal of such injunction constitutes the major remaining impediment to the commencement of construction, then the Anticipated Commencement Date shall be extended to thirty (30) days after the date upon which such injunction is dissolved, provided that (1) Lessee has exhausted and continues to exhaust all commercially reasonable efforts to obtain the dissolution of such injunction, and (2) the Anticipated Commencement Date is not extended to later than two (2) years after the date of the Anticipated Commencement Date set forth in the first sentence of subsection 5.5.1 above. The extension provided by this subsection shall be the only extension available in a situation where a regulatory body or agency has obtained such an injunction.

6. Final Redevelopment Work Plans and Specifications. The second sentence of subsection 5.1.1 of the Lease is hereby amended in full to read as follows:

Not later than eight (8) months prior to the Anticipated Commencement Date, Lessee shall submit for approval by Director six (6) complete sets of final plans and detailed specifications for the Redevelopment Work on the Premises (the "Final Plans"), together with one (1) set of appropriate structural computations, identical to those requested or required by the County Director of Public Works incident to the issuance of building permits under the relevant provisions of the Los Angeles County Building Code.

7. Payment For Extension of Construction Schedule. As partial consideration for County's agreement to an extension of the Anticipated Commencement Date and the Outside Completion Date, Lessee shall pay to County the sum of One Million Dollars (\$1,000,000.00) (the "Modification Payment"). The Modification Payment shall be paid by Lessee in four (4) annual installments of Two Hundred Fifty Thousand Dollars (\$250,000.00) each. The first installment of the Modification Payment shall be paid by Lessee concurrent with the parties' execution and delivery of this Amendment. Each of the remaining three installments of the Modification Payment shall be paid by Lessee on or before each of the first three (3) anniversaries of the date of this Amendment. The Modification Payment shall be treated as additional rent payable under the Lease. No interest shall accrue on the unpaid principal amount of the Modification Payment, provided that if any installment of the Modification Payment is not paid on or before the due date, then the terms and provisions of Section 4.5 of the Lease shall be applicable to such delinquent installment, and if any installment of the Modification Payment is not paid by Lessee on or before the due date and Lessee fails to cure such nonpayment within ten (10) days after written notice from County, then County shall have the right to declare all remaining unpaid amounts of the Modification Payment immediately due and payable.

8. Annual Minimum Rent. Subsection 4.2.3 of the Lease is hereby amended in full to read as follows:

4.2.3 Adjustments to Annual Minimum Rent. During the period commencing with the date of this Amendment and continuing until the date that is thirty-six (36) months following the earlier of the Completion Date or the Outside Completion Date (the "First Adjustment Date"), the Annual Minimum Rent shall be Six Hundred Thirty Thousand Dollars (\$630,000.00), payable in equal monthly installments of Monthly Minimum Rent in the amount of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) each. Effective on the First Adjustment Date and every three (3) years thereafter until the first Renegotiation Date, and effective on the (3rd) anniversary of each Renegotiation Date and every three (3) years thereafter until the next following Renegotiation Date (each an "Adjustment Date" and collectively the "Adjustment Dates"), the Annual Minimum Rent shall be adjusted to the amount which equals seventy-five percent (75%) of the average of the total annual rent that was payable by Lessee (including both Monthly Minimum Rent and Percentage Rent) to County under Section 4.2 of this Lease during the thirty-six (36) month period immediately preceding such Adjustment Date; provided, however, in no event shall the Annual Minimum Rent from and after the First Adjustment Date and prior to the first Renegotiation Date be less than Two Million Seven Hundred Ninety-Three Thousand Dollars (\$2,793,000.00) per year. Notwithstanding any contrary provision of the Lease, if the Lease is amended in accordance with the Reversion Amendment pursuant to subsection 5.5.3 of the Lease, the Reversion Amendment shall have no

retroactive effect on the Annual Minimum Rent payable under this subsection 4.2.3 of the Lease for the period prior to the date that County elects to amend the Lease in accordance with the Reversion Amendment (i.e., the Annual Minimum Rent payable by Lessee under this subsection 4.2.3 for any period prior to the date that County elects to amend the Lease pursuant to the Reversion Amendment shall remain fully payable by Lessee and no part thereof shall be refundable to Lessee).

9. No Abatement of Monthly Minimum Rent. Subsection 4.3.1 of the Lease is hereby terminated.

10. No Further Deferral of Percentage Rent. Notwithstanding any contrary provision of the Lease, there shall be no deferral of Percentage Rent under subsection 4.3.2 of the Lease for Percentage Rents attributable to periods after December 31, 2008. Any Percentage Rent that previously has been deferred for periods prior to January 1, 2009 shall be repaid to County in accordance with the terms and provisions of subsection 4.3.3 of the Lease, except that all references to "Outside Completion Date" in subsection 4.3.3 of the Lease are hereby amended to mean "June 30, 2010." If the Lease is amended by the Reversion Amendment pursuant to subsection 5.5.3 of the Lease, then notwithstanding any contrary provision of the Lease, the Deferred Rental Amounts under subsection 4.3.3 of the Lease (including any additional Deferred Rental Amount payable by Lessee pursuant to the next paragraph below) shall be immediately due and payable by Lessee to County as of the date that County elects to amend the Lease in accordance with the Reversion Amendment.

Lessee acknowledges and agrees that Parcel 12 Lessee and Lessee are jointly and severally obligated to pay to County the sum of \$261,046.00 for previous use of Parcel FF as a staging area (the "Staging Area Payment"). If the Staging Area Payment (plus interest at the rate of 7% per annum from and after October 1, 2008 to the date of payment) is not paid to County within thirty (30) days after the date of this Amendment, then the Staging Area Payment shall be treated as an additional Deferred Rental Amount taken by Lessee as of October 1, 2008, to be repaid by Lessee to County pursuant to subsection 4.3.3 of the Lease, as modified by the immediately preceding paragraph.

11. Definition of Completion Date. For purposes of clarification, a temporary certificate of occupancy shall trigger the occurrence of the Completion Date under subsection 1.1.24 of the Lease only if such temporary certificate of occupancy permits the occupancy of the apartment building to which it pertains.

12. Termination of Extension Fee Credits. Sections 2.3 and 2.4 of the Lease are hereby terminated.

13. Boater Displacement and Relocation Plan. Prior to taking any portion of the anchorage out of service to perform the Redevelopment Work, Lessee shall submit to Director, and obtain Director's approval (which approval shall not be unreasonably

withheld) of, a boater displacement and relocation plan for the anchorage located on the Premises.

14. Renovation of Anchorage in the Event of Reversion Amendment. The Redevelopment Work to be performed by Lessee pursuant to Section 5.1 of the Lease includes the replacement of the anchorage facilities located on the Premises. If County elects to amend the Lease in accordance with the Reversion Amendment pursuant to its rights under 5.5.3 of the Lease, then in lieu of the replacement of the anchorage facilities as part of the Redevelopment Work, Lessee shall be obligated to renovate the existing anchorage facilities to (a) satisfy the Maintenance Standard set forth in Section 10.1 of the Lease, and (b) comply with all then-applicable governmental laws, including without limitation, all then-current requirements of the Americans With Disabilities Act, as amended and interpreted by applicable governmental laws and regulations. The renovation work described in this paragraph shall not be performed by repairing, patching or replacing individual component parts or materials of deficient docks, gangways, or other improvements, but instead shall require the replacement of the entire dock, gangway or other improvement that includes the deficient component part, pursuant to a lawfully issued building permit and in a manner and pursuant to plans and specifications acceptable to Director. If the Lease is amended in accordance with the Reversion Amendment, Lessee shall (i) commence the anchorage facilities renovation work described in this paragraph (by the commencement of the preparation of required plans and specifications for the work and the filing and processing of applications for governmental permits) within thirty (30) days after the effective date of the Reversion Amendment, and (ii) diligently process and complete the renovation work in accordance with a schedule acceptable to Director that requires completion of the work as soon as reasonably possible, taking into consideration the requirements of Section 13 of this Amendment.

15. Deletion of Definitions. Subsections 1.1.10, 1.1.33, 1.1.34, 1.1.35, 1.1.54, 1.1.55, 1.1.124 and 1.1.126 are hereby deleted from the Lease.

16. No Other Modifications. Except as expressly set forth in this Amendment, all terms, conditions, and provisions of the Lease remain in full force and effect and are unmodified, and each of the parties reaffirms and acknowledges its respective obligations under the Lease as amended hereby. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous correspondence or communications, whether written or verbal, pertaining thereto.

17. Encumbrance Holder Consent. Lessee represents and warrants to County that as of the date of this Amendment there are no deeds of trust, mortgages or other security interests that encumber Lessee's interest in the Lease or the Premises other than the "Deed of Trust" referenced in the Lender Consent attached to this Amendment. At County's election, this Amendment is conditioned upon (a) the accuracy of the foregoing representation and warranty, and (b) the execution and delivery by the beneficiary of such Deed of Trust not later than ten (10) days after the date of this Amendment of (i) the Lender Consent described above, and (ii) a Lender Consent in substantially the same

format in recordable form attached to the Memorandum of Amendment No. 1 to Amended and Restated Lease referenced in Section 20 below. If the foregoing conditions are not satisfied, then County shall have the right to declare this Amendment null and void and of no force or effect.

18. County Costs. Lessee shall promptly following written demand from County reimburse County for the Actual Costs (as defined in the Lease) incurred by County in the review, negotiation, preparation and documentation of the matters that are the subject of this Amendment, including any lender consent or estoppel certificate pertaining to the Lease or this Amendment.

19. Counterparts. This Amendment may be signed in counterparts. Each counterpart represents an original of this Amendment and all such counterparts shall collectively constitute one fully-executed document.

20. Memorandum of Amendment. Concurrent with the execution and delivery of this Amendment, County and Lessee shall execute a Memorandum of Amendment No. 1 to Amended and Restated Lease Agreement and cause same to be recorded in the Official Records of Los Angeles County, California.

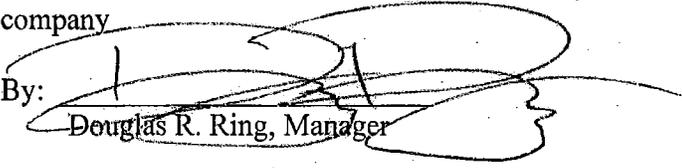
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Lessee have entered into this Amendment as of the date first set forth above.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ESPRIT TWO LLC, a California limited liability company

By: 
Douglas R. Ring, Manager

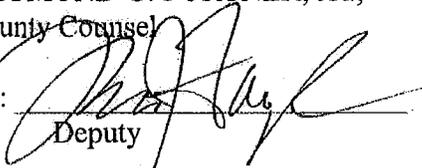
ATTEST:

SACHI HAMAI,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By: 
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: 

GUARANTORS' CONSENT

The undersigned, as "Guarantors" under that certain Guaranty of Lease dated Aug 21, 2003 ("Guaranty") concerning the "Lease" referenced in the foregoing Amendment No. 1 to Amended and Restated Lease Agreement (Parcel 15U - Marina del Rey) ("Amendment"), hereby consent to the Amendment and confirm that the Guaranty remains in full force and effect with respect to the Lease, as amended by the Amendment.


Douglas R. Ring

The Ring-Miscikowski Trust

By: 
Douglas R. Ring, Trustee

By: Cynthia A. Miscikowski
Cynthia A. Miscikowski, Trustee



To enrich lives through effective and caring service



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

March 5, 2009

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

**SUBJECT: ITEM 5c – PRESENTATION OF MARINA DEL REY SLIP SIZING STUDY
AND SLIP VACANCY & PRICING STUDY**

Item 5c on your agenda is a presentation of the Marina del Rey Slip Mix Study being prepared for the Department by Ron M. Noble of Noble Consultants, Inc. and of the Marina Slip Vacancy & Pricing Study in preparation by Allan Kotin of Allan D. Kotin and Associates. Both gentlemen will be available to answer any questions you might have after their presentations.

SHK:GB:ks



To enrich lives through effective and caring service

March 5, 2009



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

SUBJECT: **ITEM 6a - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

At its March 3, 2009 meeting, the Board held a hearing to review and, subsequent thereto, approved an amendment to the Rules and Regulations of various Los Angeles County Waterworks Districts, including District 29, which includes Marina del Rey. The amendment involves a Phased Water Conservation Plan to minimize the effects of an emergency water shortage on the Districts' customers. Such Plan clarifies the method of determining the Districts' water allocations to their customers during times of water shortages and updates the surcharges applied to customers who exceed their water allocations in order to recover the higher cost to the Districts for water purchases in excess of the Districts' water allocations. The surcharges will only be applicable when the Board declares a water shortage and, therefore, implements the Phased Water Conservation Plan.

For further information about the Phased Water Conservation Plan for Waterworks District 29, interested parties may contact Adam Ariki, Assistant Deputy Director for the Waterworks District, at 626.300.3300.

At its February 17, 2009 meeting, the Board of Supervisors approved a Marina Local Coastal Program (LCP) amendment that addressed the roles and responsibilities of the Design Control Board (DCB) and the Regional Planning Commission (RPC). Specifically, the LCP amendment modifies the scope of the DCB's review of a Marina project, such that the DCB will review projects for visual compatibility with the Marina, including architecture, landscaping, and signage, and for consistency with the *Specifications and Minimum Standards of Architectural Treatment and Construction*, the *Statement of Aims and Policies*, and the *Revised Permanent Sign Controls and Regulations*. Additionally, the LCP amendment requires the DCB to complete its conceptual review of a project and make recommendations to the RPC within 120 days of a coastal development application being filed with the Regional Planning Department. Finally, the amendment provides that the DCB conduct a final review of a project's architectural design (i.e., materials, colors, landscaping and signs) after the RPC has made its final decision on the project's land use entitlements and site plan.

REGIONAL PLANNING COMMISSION'S CALENDAR

There are no Marina del Rey matters scheduled for consideration by the Regional Planning Commission.

DREDGING UPDATE

The U.S. Army Corps of Engineers (Corps) has now dredged several thousand cubic yards of contaminated material out of the south entrance, which has undergone the sand separation process. This clean sand extracted in that process has been tested to determine its suitability for placement on the beach and, the environmental agencies have given their tentative approvals to place the cleaned sand in the upper, dry area of Dockweiler Beach. Further testing and evaluation of the sand separation process are continuing to determine at what point the plant can run on a regular basis to produce sand for placement along the shoreline. If all the tests are successful, then the dredging operation will continue in the time remaining to dredge as much of the targeted 52,000 cubic meters (68,000 cubic yards) of sediment as possible from the south entrance area. To accomplish this, we are exploring extending the time for the Corps to continue this operation until May. The dredging project to date has had no significant navigational impacts on the south entrance.

VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE

We reported last month that the City of Los Angeles staff had agreed to delay presenting the Environmental Impact Report (EIR) to the full City Council for approval and that the County had asked the City to revise and recirculate the EIR. City's staff is awaiting instructions from the Council office on how to respond to the County's request. The traffic study of the anticipated traffic impacts the project will have on both the Pacific Avenue and Via Marina alignments is expected to be completed in early April. Based on that study, the City will determine whether there needs to be revisions to the traffic section of the EIR. If revisions are, in fact, needed, the EIR would be recirculated.

REDEVELOPMENT PROJECT STATUS REPORT

The updated Marina del Rey Redevelopment Projects Description and Status of Regulatory/Proprietary Approvals report is attached.

UNLAWFUL DETAINER ACTIONS

For the month of February 2009, the Parcel 28 (Mariners Bay) lessee reported that it took action to evict three boat slip tenants, all for non-payment of rent. There were no unlawful detainer actions reported by others.

DESIGN CONTROL BOARD MINUTES

The minutes from the Design Control Board's January and February meetings have not been approved.

SHK:ks

Attachments

